

<i>SERFF Tracking Number:</i>	<i>HART-125787796</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Hartford Casualty Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>FF.13.001.2008.03</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>General Liability</i>		
<i>Project Name/Number:</i>	<i>2008 Miscellaneous Forms/FF.13.001.2008.03</i>		

Filing at a Glance

Companies: Hartford Casualty Insurance Company, Hartford Insurance Company of the Midwest, Hartford Underwriters Insurance Company, Property and Casualty Insurance Company of Hartford, Twin City Fire Insurance Company, Hartford Accident and Indemnity Company, Hartford Fire Insurance Company

Product Name: General Liability	SERFF Tr Num: HART-125787796	State: Arkansas
TOI: 17.0 Other Liability - Claims Made/Occurrence	SERFF Status: Closed	State Tr Num: EFT \$50

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: FF.13.001.2008.03	State Status: Fees verified and received
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Filing Type: Form	Co Status: Initial Filing	Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
	Authors: Joyce Driscoll, Marilu Gonzalez, David Logan, Sima Nizami, Angela Isaac	Disposition Date: 10/22/2008

Date Submitted: 08/27/2008	Disposition Status: Approved
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Effective Date Requested (New): 12/06/2008	Effective Date (New):
Effective Date Requested (Renewal): 12/06/2008	Effective Date (Renewal):

State Filing Description:

General Information

Project Name: 2008 Miscellaneous Forms	Status of Filing in Domicile:
Project Number: FF.13.001.2008.03	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 10/22/2008	
State Status Changed: 08/29/2008	Deemer Date:
Corresponding Filing Tracking Number: HART-125790484	
Filing Description:	
Miscellaneous forms - new and revised.	

<i>SERFF Tracking Number:</i>	<i>HART-125787796</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Hartford Casualty Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>FF.13.001.2008.03</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>General Liability</i>		
<i>Project Name/Number:</i>	<i>2008 Miscellaneous Forms/FF.13.001.2008.03</i>		

Company and Contact

Filing Contact Information

Joyce Driscoll, Filing Analyst	joyce.driscoll@thehartford.com
1 Hartford Plaza	(860) 547-3468 [Phone]
Hartford, CT 06155	(860) 547-5941[FAX]

Filing Company Information

Hartford Casualty Insurance Company	CoCode: 29424	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-0294398	

Hartford Insurance Company of the Midwest	CoCode: 37478	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1008026	

Hartford Underwriters Insurance Company	CoCode: 30104	State of Domicile: Connecticut
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1222527	

Property and Casualty Insurance Company of Hartford	CoCode: 34690	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1276326	

Twin City Fire Insurance Company	CoCode: 29459	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-0732738	

Hartford Accident and Indemnity Company	CoCode: 22357	State of Domicile: Connecticut
690 Asylum Ave	Group Code: 91	Company Type: Property

SERFF Tracking Number: HART-125787796 State: Arkansas
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Product Name: General Liability
Project Name/Number: 2008 Miscellaneous Forms/FF.13.001.2008.03

Hartford, CT 06115 (860) 547-5000 ext. [Phone]	Group Name: FEIN Number: 06-0383030 -----	State ID Number:
Hartford Fire Insurance Company Hartford Plaza 690 Asylum Avenue Hartford, CT 06115 (860) 547-5000 ext. [Phone]	CoCode: 19682 Group Code: 91 Group Name: FEIN Number: 06-0383750 -----	State of Domicile: Connecticut Company Type: State ID Number:

SERFF Tracking Number: HART-125787796 State: Arkansas
 First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: FF.13.001.2008.03
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 Product Name: General Liability
 Project Name/Number: 2008 Miscellaneous Forms/FF.13.001.2008.03

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hartford Casualty Insurance Company	\$50.00	08/27/2008	22158771
Hartford Insurance Company of the Midwest	\$0.00	08/27/2008	
Hartford Underwriters Insurance Company	\$0.00	08/27/2008	
Property and Casualty Insurance Company of Hartford	\$0.00	08/27/2008	
Twin City Fire Insurance Company	\$0.00	08/27/2008	
Hartford Accident and Indemnity Company	\$0.00	08/27/2008	
Hartford Fire Insurance Company	\$0.00	08/27/2008	

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 Company Tracking Number: FF.13.001.2008.03
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 Product Name: General Liability
 Project Name/Number: 2008 Miscellaneous Forms/FF.13.001.2008.03

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	10/22/2008	10/22/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	09/30/2008	09/30/2008	Joyce Driscoll	10/14/2008	10/14/2008
Pending Industry Response	Edith Roberts	08/29/2008	08/29/2008	Joyce Driscoll	09/02/2008	09/02/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Uniform Transmittal Document-Property & Casualty	Supporting Document	Joyce Driscoll	08/27/2008	08/27/2008

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
STATUS	Note To Reviewer	Joyce Driscoll	09/17/2008	09/17/2008

SERFF Tracking Number: HART-125787796 State: Arkansas
First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: FF.13.001.2008.03
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: General Liability
Project Name/Number: 2008 Miscellaneous Forms/FF.13.001.2008.03

Disposition

Disposition Date: 10/22/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: HART-125787796 State: Arkansas
First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: FF.13.001.2008.03
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: General Liability
Project Name/Number: 2008 Miscellaneous Forms/FF.13.001.2008.03

Item Type	Item Name	Item Status	Public Access
Supporting Document (revised)	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Supporting Document	Response to Objection Letter Dated 09-30-2008	Approved	Yes
Form	Exclusion – Auto, ATV and Motorcycle Racing, Stunting and Sponsorship	Approved	Yes
Form	Absolute Pollution Exclusion	Approved	Yes
Form	Absolute Pollution Exclusion	Approved	Yes
Form	Exclusion – Unnamed Subsidiary	Approved	Yes
Form	Exclusion – Designated Entities	Approved	Yes
Form	Amendment -Definition of Insured Contract	Approved	Yes
Form	Additional Insured – Designated Person Or Organization	Approved	Yes
Form	Limitation of Coverage – Definition of Employee	Approved	Yes
Form	Exclusion – Programming Services	Approved	Yes
Form	Exclusion – Designated Contract	Approved	Yes
Form	Limitation - Newly Acquired Or Formed Organization	Approved	Yes
Form	Exclusion – Aircraft Products With Limited Exception For Designated Products	Approved	Yes
Form	Limited Exception – All Premises Operations And Products Completed-Operations In Connection With A Consolidated Insurance (Wrap-Up) Program	Approved	Yes
Form	Per Project - Amendment Of General Aggregate Subject to Maximum Annual Aggregate Limit	Approved	Yes
Form	Per Location and Per Project - Amendment Of General Aggregate Subject to Maximum Annual Aggregate	Approved	Yes

SERFF Tracking Number: HART-125787796 State: Arkansas
 First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: FF.13.001.2008.03
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: General Liability
 Project Name/Number: 2008 Miscellaneous Forms/FF.13.001.2008.03

Limit			
Form	Amendment of Aggregate (General Aggregate Only)	Approved	Yes
Form	Amendment - Other Insurance Condition	Approved	Yes
Form	Interim Audit Condition	Approved	Yes
Form	Fellow Employee Suits	Approved	Yes
Form	Additional Named Insured	Approved	Yes
Form	Exclusion - Exposures Not Contemplated in Classification (Real Estate Development Property)	Approved	Yes
Form	Exclusion – Fungi, Bacteria And Viruses	Approved	Yes
Form	Fungi, Bacteria And Viruses Limited Exception	Approved	Yes
Form	Exclusion - Designated Entities	Approved	Yes
Form	Building Cleaning And Maintenance Contractors – Franchisees As Named Insureds	Approved	Yes
Form	Exclusion – Setting Of Standards, Warnings, Licenses Or Certification	Approved	Yes
Form	Building Cleaning And Maintenance Contractors General Liability Broad Form Endorsement	Approved	Yes
Form	Products-Completed Operations Liability Coverage Form	Approved	Yes
Form	Products-Completed Operations Liability Coverage Form - Claims Made	Approved	Yes
Form	Prior Acts	Approved	Yes
Form	Policy Changes	Approved	Yes
Form	Batch Clause Endorsement	Approved	Yes
Form	Fellow Employee Suits – Supervisor Or Higher Positions	Approved	Yes
Form	Additional Insured By Contract or Agreement - Option I	Approved	Yes
Form	Additional Insured By Contract or Agreement - Option II	Approved	Yes
Form	Additional Insured By Contract or	Approved	Yes

SERFF Tracking Number: HART-125787796 State: Arkansas
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 Company Tracking Number: FF.13.001.2008.03
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: General Liability
 Project Name/Number: 2008 Miscellaneous Forms/FF.13.001.2008.03

Agreement - Option III

Form	Additional Insured By Contract or Agreement - Option IV	Approved	Yes
Form	Per Location - Amendment Of General Aggregate Subject to Maximum Annual Aggregate Limit	Approved	Yes
Form	Amendment Other Insurance Condition	Approved	Yes
Form (revised)	Amendment Of Coverage – Limited Extended Reporting Periods - Arkansas	Approved	Yes
Form	Amendment Of Coverage – Limited Extended Reporting Periods - Arkansas	Approved	Yes
Form	Amendment Of Coverage – Limited Extended Reporting Periods	Withdrawn	Yes
Form	Amendment of Coverage - Limited Extended Reporting Periods - Arkansas	Approved	Yes

SERFF Tracking Number: HART-125787796 State: Arkansas
First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: FF.13.001.2008.03
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: General Liability
Project Name/Number: 2008 Miscellaneous Forms/FF.13.001.2008.03

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/30/2008
Submitted Date 09/30/2008
Respond By Date
Dear Joyce Driscoll,

This will acknowledge receipt of the captioned filing.

PLEASE reread my objection letter....the new endorsement does not address EITHER of my concerns. (???)

Thanks.

Please feel free to contact me if you have questions.

Sincerely,
Edith Roberts

Response Letter

Response Letter Status Submitted to State
Response Letter Date 10/14/2008
Submitted Date 10/14/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: Attached is our response to your Objection Letter dated 09-30-2008.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Response to Objection Letter Dated 09-30-2008
Comment:

Form Schedule Item Changes

SERFF Tracking Number: HART-125787796 State: Arkansas
 First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: FF.13.001.2008.03
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: General Liability
 Project Name/Number: 2008 Miscellaneous Forms/FF.13.001.2008.03

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Amendment Of Coverage – Limited Extended Reporting Periods - Arkansas Previous Version	HS 37 06 06 08		Endorsement/Amendment/Conditions	Replaced		0	HS 37 06 10 08.pdf
Amendment Of Coverage – Limited Extended Reporting Periods - Arkansas	HS 37 06 06 08		Endorsement/Amendment/Conditions	Replaced		0	HS 37 06 06 08.pdf
Amendment Of Coverage – Limited Extended Reporting Periods	HS 37 01 06 08		Endorsement/Amendment/Conditions	Replaced		0	HS 37 01 06 08.pdf
Amendment of Coverage - Limited Extended Reporting Periods - Arkansas	HS 37 07 10 08		Endorsement/Amendment/Conditions	Replaced			HS 37 07 10 08.pdf

No Rate/Rule Schedule items changed.

Sincerely,
 Angela Isaac, David Logan, Joyce Driscoll, Marilu Gonzalez, Sima Nizami

SERFF Tracking Number: HART-125787796 State: Arkansas
First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: FF.13.001.2008.03
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: General Liability
Project Name/Number: 2008 Miscellaneous Forms/FF.13.001.2008.03

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 08/29/2008
Submitted Date 08/29/2008
Respond By Date
Dear Joyce Driscoll,

This will acknowledge receipt of the captioned filing.

Please reference forms HC 0037 and 0038. These contain a pollutant definition #13 that includes smoke, fumes, vapors and soot. You must add an exception for these from a "hostile fire" which must be defined similarly as "one which breaks out from where it was intended to be."

With reference to Form HS 37 01 0608, this form must be withdrawn. It conflicts with AR Code Anno 23-79-306 (1-6) by refusing both the basic and supplemental ERPs for cancellation due to non-payment of premium. Additionally, the limit of the supplemental ERP is mandatory, and cannot be selected.

Please feel free to contact me if you have questions.
Sincerely,
Edith Roberts

Response Letter

Response Letter Status Submitted to State
Response Letter Date 09/02/2008
Submitted Date 09/02/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: In response to your Objection Letter dated 08-29-2008, I have attached the Arkansas Form HS 37 06 06 08 replacing the HS 37 01 06 08 that was inadvertently attached to the Form Schedule component.

Changed Items:

SERFF Tracking Number: HART-125787796 State: Arkansas
 First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: FF.13.001.2008.03
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: General Liability
 Project Name/Number: 2008 Miscellaneous Forms/FF.13.001.2008.03

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Amendment Of Coverage – Limited Extended Reporting Periods - Arkansas	HS 37 06 06 08		Endorsement/Amendment/Conditions	Replaced		0	HS 37 06 06 08.pdf
Previous Version							
Amendment Of Coverage – Limited Extended Reporting Periods	HS 37 01 06 08		Endorsement/Amendment/Conditions	Replaced		0	HS 37 01 06 08.pdf

No Rate/Rule Schedule items changed.

Sincerely,
 Angela Isaac, David Logan, Joyce Driscoll, Marilu Gonzalez, Sima Nizami

SERFF Tracking Number: *HART-125787796* *State:* *Arkansas*
First Filing Company: *Hartford Casualty Insurance Company, ...* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *FF.13.001.2008.03*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0001 Commercial General Liability*
Product Name: *General Liability*
Project Name/Number: *2008 Miscellaneous Forms/FF.13.001.2008.03*

Note To Reviewer

Created By:

Joyce Driscoll on 09/17/2008 09:12 AM

Subject:

STATUS

Comments:

Good Morning Ms. Roberts,

Have you had an opportunity to review our response submitted on 09-02-2008 to your Objection Letter dated 08-29-2008.

Thank you for your time.

Joyce

SERFF Tracking Number: HART-125787796 State: Arkansas
First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: FF.13.001.2008.03
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: General Liability
Project Name/Number: 2008 Miscellaneous Forms/FF.13.001.2008.03

Amendment Letter

Amendment Date:

Submitted Date: 08/27/2008

Comments:

I have revised the Form Filing Schedule.

Changed Items:

Supporting Document Schedule Item Changes:

Satisfied -Name: Uniform Transmittal Document-Property & Casualty

Comment: Attached is the NAIC Property & Casualty Transmittal Document and the Form Filing Schedule.

AR PC-TD-1 forms.pdf

AR FFS-1.pdf

SERFF Tracking Number: HART-125787796 State: Arkansas

First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: FF.13.001.2008.03

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: General Liability

Project Name/Number: 2008 Miscellaneous Forms/FF.13.001.2008.03

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Exclusion – Auto, ATV and Motorcycle Racing, Stunting and Sponsorship	HC 22 04 06 08		Endorsement/Amendment/Conditions	New	0.00	HC 22 04 06 08.pdf
Approved	Absolute Pollution Exclusion	HC 23 07 06 08		Endorsement/Amendment/Conditions	New	0.00	HC 23 07 06 08.pdf
Approved	Absolute Pollution Exclusion	HC 23 82 06 08		Endorsement/Amendment/Conditions	New	0.00	HC 23 82 06 08.PDF
Approved	Exclusion – Unnamed Subsidiary	HC 23 85 06 08		Endorsement/Amendment/Conditions	New	0.00	HC 23 85 06 08.pdf
Approved	Exclusion – Designated Entities	HC 23 86 06 08		Endorsement/Amendment/Conditions	New	0.00	HC 23 86 06 08.pdf
Approved	Amendment - Definition of Insured Contract	HC 24 92 06 08		Endorsement/Amendment/Conditions	New	0.00	HC 24 92 06 08.PDF
Approved	Additional Insured – Designated Person Or Organization	HS 20 03 06 08		Endorsement/Amendment/Conditions	New	0.00	HS 20 03 06 08.pdf
Approved	Limitation of Coverage – Definition of	HS 21 99 12 07		Endorsement/Amendment/Conditions	New	0.00	HS 21 99 12 07.PDF

SERFF Tracking Number: HART-125787796 State: Arkansas
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 Product Name: General Liability
 Project Name/Number: 2008 Miscellaneous Forms/FF.13.001.2008.03

Employee		ons			
Approved	Exclusion – Programming Services	HS 23 02 12 07	Endorsement/Amendment/Conditions	0.00	HS 23 02 12 07.PDF
Approved	Exclusion – Designated Contract	HS 23 03 12 07	Endorsement/Amendment/Conditions	0.00	HS 23 03 12 07.PDF
Approved	Limitation - Newly Acquired Or Formed Organization	HS 23 05 06 08	Endorsement/Amendment/Conditions	0.00	HS 23 05 06 08.pdf
Approved	Exclusion – Aircraft Products With Limited Exception For Designated Products	HS 24 95 06 08	Endorsement/Amendment/Conditions	0.00	HS 24 95 06 08.pdf
Approved	Limited Exception – All Premises Operations And Products Completed-Operations In Connection With A Consolidated Insurance (Wrap-Up) Program	HS 24 96 06 08	Endorsement/Amendment/Conditions	0.00	HS 24 96 06 08.pdf
Approved	Per Project - Amendment Of General Aggregate Subject to Maximum Annual Aggregate Limit	HS 25 41 06 08	Endorsement/Amendment/Conditions	0.00	HS 25 41 06 08.pdf
Approved	Per Location and Per Project -	HS 25 42 06 08	Endorsement/Amendment	0.00	HS 25 42 06 08.pdf

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Company Tracking Number: FF.13.001.2008.03
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Product Name: General Liability
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	Amendment Of General Aggregate Subject to Maximum Annual Aggregate Limit		ent/Condi ons		
Approved	Amendment of Aggregate (General Aggregate Only)	HS 25 43 12 07	Endorseme New nt/Amendm ent/Condi ons	0.00	HS 25 43 12 07.PDF
Approved	Amendment - Other Insurance Condition	HS 25 44 06 08	Endorseme New nt/Amendm ent/Condi ons	0.00	HS 25 44 06 08.pdf
Approved	Interim Audit Condition	HS 99 57 12 07	Endorseme New nt/Amendm ent/Condi ons	0.00	HS 99 57 12 07.PDF
Approved	Fellow Employee Suits	HC 04 03 12 07	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 HC 04 03 06 05 Previous Filing #:	HC 04 03 12 07.PDF
Approved	Additional Named Insured	HC 20 31 06 08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 HS 20 31 06 05 Previous Filing #:	HC 20 31 06 08.pdf
Approved	Exclusion - Exposures Not Contemplated in Classification (Real Estate Development Property)	HC 21 10 06 08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 HC 21 10 07 98 Previous Filing #:	HC 21 10 06 08.pdf
Approved	Exclusion – Fungi, Bacteria And Viruses	HC 21 90 06 08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 HC 21 90 09 01 Previous Filing #:	HC 21 90 06 08.pdf
Approved	Fungi, Bacteria	HC 22 32	Endorseme Replaced	Replaced Form #:0.00	HC 22 32 06

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Product Name: General Liability
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	And Viruses	06 08	nt/Amendm	HC 22 32 09 01	08.PDF
	Limited Exception		ent/Condi ons	Previous Filing #:	
Approved	Exclusion - Designated Entities	HC 21 94 06 08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 HC 21 94 06 05 Previous Filing #:	HC 21 94 06 08.PDF
Approved	Building Cleaning And Maintenance Contractors – Franchisees As Named Insureds	HC 20 04 06 08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 HC 20 04 10 04 Previous Filing #:	HC 20 04 06 08.pdf
Approved	Exclusion – Setting Of Standards, Warnings, Licenses Or Certification	HC 22 26 06 08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 HC 22 26 06 05 Previous Filing #:	HC 22 26 06 08.pdf
Approved	Building Cleaning And Maintenance Contractors General Liability Broad Form Endorsement	HC 26 39 06 08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 HC 26 39 10 04 Previous Filing #:	HC 26 39 06 08.pdf
Approved	Products- Completed Operations Liability Coverage Form	HG 00 37 02 06	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 HG 00 37 06 05 Previous Filing #:	HG 00 37 02 06.pdf
Approved	Products- Completed Operations Liability Coverage Form - Claims Made	HG 00 38 02 06	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 HG 00 38 06 05 Previous Filing #:	HG 00 38 02 06.pdf
Approved	Prior Acts	HS 04 19 06 08	Endorseme Replaced nt/Amendm ent/Condi	Replaced Form #:0.00 HS 04 19 04 95 Previous Filing #:	HS 04 19 06 08.pdf

SERFF Tracking Number: HART-125787796 State: Arkansas
 First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: FF.13.001.2008.03
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: General Liability
 Project Name/Number: 2008 Miscellaneous Forms/FF.13.001.2008.03

ons					
Approved	Policy Changes	HS 12 02 06 08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 HS 12 02 06 05 Previous Filing #:	HS 12 02 06 08.pdf
Approved	Batch Clause Endorsement	HS 24 06 06 08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 HS 24 06 01 88 Previous Filing #:	HS 24 06 06 08.pdf
Approved	Fellow Employee Suits – Supervisor Or Higher Positions	HS 24 14 06 08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 HS 24 14 04 03 Previous Filing #:	HS 24 14 06 08.pdf
Approved	Additional Insured By Contract or Agreement - Option I	HS 24 80 06 08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 HS 24 80 06 05 Previous Filing #:	HS 24 80 06 08.pdf
Approved	Additional Insured By Contract or Agreement - Option II	HS 24 81 06 08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 HS 24 81 06 05 Previous Filing #:	HS 24 81 06 08.pdf
Approved	Additional Insured By Contract or Agreement - Option III	HS 24 82 06 08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 HS 24 82 06 05 Previous Filing #:	HS 24 82 06 08.pdf
Approved	Additional Insured By Contract or Agreement - Option IV	HS 24 83 06 08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 HS 24 83 06 05 Previous Filing #:	HS 24 83 06 08.pdf
Approved	Per Location - Amendment Of General Aggregate Subject to	HS 25 30 06 08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 HS 25 30 06 05 Previous Filing #:	HS 25 30 06 08.pdf

SERFF Tracking Number: HART-125787796 State: Arkansas
 First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: FF.13.001.2008.03
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: General Liability
 Project Name/Number: 2008 Miscellaneous Forms/FF.13.001.2008.03

Maximum Annual
Aggregate Limit

Approved	Amendment	HS 25 32	Endorseme Replaced	Replaced Form #:0.00	HS 25 32 06
	Other Insurance	06 08	nt/Amendm	HS 25 32 06 05	08.pdf
	Condition		ent/Condi	Previous Filing #:	
			ons		
Approved	Amendment Of	HS 37 06	Endorseme Replaced	Replaced Form #:0.00	HS 37 06 10
	Coverage –	06 08	nt/Amendm	HS 37 06 06 05	08.pdf
	Limited Extended		ent/Condi	Previous Filing #:	
	Reporting		ons		
	Periods -				
	Arkansas				
Approved	Amendment of	HS 37 07	Endorseme Replaced	Replaced Form #:	HS 37 07 10
	Coverage -	10 08	nt/Amendm	HS 37 07 06 05	08.pdf
	Limited Extended		ent/Condi	Previous Filing #:	
	Reporting		ons		
	Periods -				
	Arkansas				



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - AUTO, ATV AND MOTORCYCLE RACING, STUNTING AND SPONSORSHIP

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1.
 - a. Ownership;
 - b. Operation;
 - c. Maintenance;
 - d. Use;
 - e. Entrustment to others;
 - f. "Loading or unloading"; or
 - g. Sponsorshipof any "auto" while being used in or prepared for any prearranged or organized racing, speed, stunting or demolition contest or activity.
2. The organization, sponsorship, preparation or practicing for any of the above contests or activities.
3. For the purposes of this exclusion, the definition of "auto" is amended by the addition of the following: The term "auto" shall include a motorcycle or all terrain vehicle (ATV) whether or not it is:
 - a. Designed for travel on public roads; or
 - b. Subject to any motor vehicle registration requirements.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

Exclusion **f. Pollution**, Coverage **A.**, is replaced by the following:

f. Pollution

- (1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a)** At or from any premises, site or "job location" which is or was at any time owned or occupied by, or rented or loaned to, any insured;
 - (b)** At or from any premises, site or "job location" which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
- (d)** At or from any premises, site or "job location" on which any insured or any "contractors" working directly or indirectly on any insured's behalf are performing operations.
- (2)** Any loss, cost or expense arising out of any:
 - (a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

Exclusion j. is replaced by the following:

- j.(1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
 - (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible;
 - (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations;
- (2)** Any loss, cost or expense arising out of any:
 - (a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - UNNAMED SUBSIDIARY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **2.e.** of **Section II - Who Is An Insured** does not apply.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DESIGNATED ENTITIES

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Designated Entities:

1. The following exclusion is added to Paragraph 2., **Exclusions** of **Section I – Coverages – Products/Completed Operations – Bodily injury And Property Damage Liability**:

This insurance does not apply to:

"Bodily injury" or "property damage" included in the "products-completed operations hazard" of any entity shown in the Schedule. This exclusion applies whether or not other insurance is available to that entity.

2. Paragraph 3., of **Section II - Who Is An Insured**, do not apply to any entity shown in the Schedule.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - DEFINITION OF INSURED CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation of Contracts:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any contract shown in the Schedule, the first subparagraph of Paragraph **f.** of the definition of "insured contract" in the **Definitions** Section is replaced by the following:

- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

POLICY NUMBER:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" included within the "products-completed operations hazard".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE - DEFINITION OF EMPLOYEE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "employee" in the **Definitions** Section is replaced by the following:

"Employee" does not include a:

- a. "Leased worker"; or
- b. "Temporary worker".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PROGRAMMING SERVICES (PERSONAL AND ADVERTISING INJURY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to paragraph 2., of Section I - Coverage B - Personal And Advertising Injury Liability

This policy does not apply to "personal and advertising injury" arising out of, or relating to, in whole or in part:

1. Which would not have occurred but for, "programming"; or
2. Arising out of the rendering of or failure to render any "service" by you or on your behalf in connection with the selling, licensing, franchising, furnishing, design of or writing code for your computer software or "programming" to others, including electronic data programs, designs, specifications, manuals and instructions.

B. The following definitions are added to Definitions - Section V:

1. "Programming" means any of the following:

(a) Statements or instructions, regardless of the form or method of their embodiment, that are used or intended to be used directly or indirectly in or with a computer or a computer system. This includes but is not limited to computer software, electronic processing programs, or designs; or

(b) Any and all information that is used or intended to be used in connection with or to explain such statements or instructions or their operation, such as specifications, flow diagrams or manuals.

2. "Services" mean all services provided to a customer or vendor including but not limited to consultation or advice on purchasing or design decisions, testing, distributing and post-purchase technical support.

POLICY NUMBER:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DESIGNATED CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Contract(s) or Agreement(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance does not apply to liability of others assumed by the insured under any contract or agreement designated in the Schedule of the endorsement, even if an "insured contract."

This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

POLICY NUMBER:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION – NEWLY ACQUIRED OR FORMED ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who Is An Insured is changed as follows:

Paragraph **3.a. Newly Acquired or Formed Organization** is deleted and replaced by the following:

- 3.a.** Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - AIRCRAFT PRODUCTS WITH LIMITED EXCEPTION FOR DESIGNATED PRODUCTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

EXCLUSION

This insurance does not apply to "bodily injury" or "property damage" included in the "products completed operation hazard" and arising out of:

1. "Aircraft products";
2. Reliance upon any representation or warranty made with respect thereto;
3. Any liability arising out of the "grounding" of any "aircraft"; or
4. Liability assumed by you under any contract or agreement if such liability arises out of "aircraft products":
 - a. Designed;
 - b. Manufactured;
 - c. Sold;
 - d. Handled; or
 - e. Distributed;By you or by others trading under your name.

"Aircraft" includes but is not limited to:

1. Heavier-than-air flying vehicles;
2. Lighter-than-air flying vehicles;
3. Helicopters;
4. Gliders;
5. Missiles; or
6. Spacecraft.

"Aircraft Products" means:

1. "Aircraft" and any ground support or control equipment used therewith;
2. Any article furnished by you or on your behalf and installed in an aircraft or used in connection with an aircraft, or for spare parts for an aircraft, including ground handling tools and equipment;
3. Any of "your products" used at an airport for the purposes of guidance, navigation or direction of aircraft;
4. Training aides, instruction manuals, blueprints, engineering or other data or advice, services and labor relating to such aircraft, articles or products; or
5. Any other goods or products, other than real property, manufactured, sold, handled or distributed, or services produced or recommended by:
 - a. You; or
 - b. Others trading under your name;when used in the manufacture, repair, operation, maintenance or use of any "aircraft".

"Grounding" means:

1. The withdrawal of one or more "aircraft" from flight operations; or
2. The imposition of speed, passenger or load restrictions on "aircraft".

LIMITED EXCEPTION

Paragraphs 1., 2. and 4. of this exclusion do not apply to "bodily injury" or "property damage":

1. Caused by one or more of the following "aircraft products":

;and

2. Which does not occur during take off, flight or landing.

Paragraph 3. of the **EXCLUSION** is unaffected by this **LIMITED EXCEPTION** and there is no coverage whatsoever for any "grounding" of any "aircraft", whether or not arising out of any "aircraft products" to which the **LIMITED EXCEPTION** above applies.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED EXCEPTION - ALL PREMISES OPERATIONS AND PRODUCTS COMPLETED-OPERATIONS IN CONNECTION WITH A CONSOLIDATED INSURANCE (WRAP-UP) PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** This insurance does not apply to any injury or damage arising out of any operations performed by you or on your behalf on or from all premises which are subject to a "consolidated insurance (wrap-up) program".

EXCEPTION:

This exclusion does not apply to "bodily injury" or "property damage", including "bodily injury" or "property damage" included within the "products-completed operations hazard", if the policy covering such "consolidated insurance (wrap-up) program" is exhausted or is no longer in effect. However, the insurance provided under this endorsement will terminate at the end of the "policy period".

In no event will Coverage under this Coverage Part for such "bodily injury" or "property damage" be broader than that provided by the "consolidated insurance (wrap up) program" or other similar program.

- B.** With respect to the coverage provided by this endorsement, the Other Insurance Condition – Section IV is deleted and replaced by the following:

Other Insurance

This insurance is excess over any insurance available to the insured under a "consolidated insurance (wrap-up) program", whether primary, excess, contingent or on any other basis. We will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

The insurance afforded by this endorsement is excess over the total of all deductible and self-insured amounts under all insurance specified in the "consolidated insurance (wrap-up) program".

For the purposes of this endorsement, "consolidated insurance (wrap-up) program" means any agreement or arrangement under which all the contractors and the owner working on a specified project are insured under one or more policies issued by a specified carrier for injury or damage arising out of operations conducted in connection with or necessary or incidental to the project.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PER PROJECT- AMENDMENT OF GENERAL AGGREGATE SUBJECT TO MAXIMUM ANNUAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF INSURANCE:

The Limits of Insurance shown in the Declarations are amended by the following:

The Limits of Insurance, subject to all the terms of this policy that apply, are:

Each Occurrence Limit	\$	See Declarations Page
Personal and Advertising Injury Limit	\$	See Declarations Page
Damage to Premises Rented to You – Any One Premises	\$	See Declarations Page
Medical Expense Limit - Any One Person	\$	See Declarations Page
General Aggregate Limit	\$	
Project General Aggregate Limit	\$	
Maximum Annual Aggregate Limit	\$	
Products-Completed Operations Aggregate Limit	\$	See Declarations Page

In return for the payment of the premium when due and subject to all the terms of the Commercial General Liability Coverage Part not expressly modified herein, we agree with you as follows:

A. The LIMITS OF INSURANCE (SECTION III) is deleted in its entirety and replaced with the following:

1. The Most We Will Pay

The Limits of Insurance shown in the above Schedule and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Maximum Annual Aggregate

The Maximum Annual Aggregate Limit is the most we will pay for the sum of:

- a. Damages under the General Aggregate Limit and

- b. Damages under any one or more Project General Aggregate Limit(s), as described in paragraph 4. below.

3. General Aggregate Limit

Subject to 2. above, the General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under **Coverage B Personal and Advertising Injury Liability**; and
- b. Damages under **Coverage C Medical Payments, and Coverage A Bodily Injury and Property Damage Liability**, with the following exceptions:
 - (1) "Bodily injury" or "property damage" included in the "products-completed operations hazard"; or

- (2) "Bodily injury" or "property damage" attributed solely to ongoing operations at a single "project";
 - c. "Property damage" included as **Damage to Premises Rented to You**.
- 4. **Project General Aggregate Limit**
Subject to 2. above:
 - a. A separate Project General Aggregate Limit applies to each single "project", in lieu of and not in addition to, the General Aggregate. Such Project General Aggregate is the most we will pay for all damages under **Coverage A Bodily Injury and Property Damage Liability**, or **Coverage C Medical Payments**, with the following exceptions:
 - (1) "Bodily injury" or "property damage" included in the "products-completed operations hazard"; or
 - (2) "Property damage" included in the Damage to Premises Rented to You coverage; or
 - (3) "Bodily injury", "property damage", or medical expenses under **Coverage C**, which cannot be attributed solely to the ongoing operations at a single "project". Such damages will erode the General Aggregate Limit as provided in paragraph 3. above.
 - b. The Project General Aggregate Limit:
 - (1) Applies only to "occurrences" attributed solely to ongoing operations at a single "project"; and
 - (2) Does not include damages for **Coverage B Personal and Advertising Injury Liability**, no matter where or in how many "projects" the offense or offenses may be committed. Such damages will erode the General Aggregate Limit as provided in paragraph 3. above.
 - c. Any payments made under this paragraph 4., for damages for "bodily injury", "property damage", or medical expenses under Coverage C, shall reduce the Maximum Annual Aggregate Limit and the Project General Aggregate for that "project". Such payments shall not reduce the General Aggregate Limit or the Products-Completed Operations Aggregate Limit nor shall they reduce any other Project General Aggregate Limit.

5. **Products-Completed Operations Aggregate Limit**

The Products-Completed Operations Aggregate Limit is the most we will pay for damages under **Coverage A - Bodily Injury and Property Damage Liability** because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

6. **Personal And Advertising Injury Limit**

Subject to 3. above, the Personal and Advertising Injury Limit is the most we will pay under **Coverage B Personal and Advertising Injury Liability** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

7. **Occurrence Limit**

Subject to 3., 4., or 5. above, whichever applies, the Each Occurrence Limit is the most we will pay for damages under **Coverage A - Bodily Injury and Property Damage Liability** because of "bodily injury" or "property damage" arising out of any one "occurrence".

8. **Damages To Premises Rented To You Limit**

Subject to 7. above, the Damage to Premises Rented to You Limit is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented to You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

The Damage to Premises Rented to You Coverage is not subject to any Project General Aggregate Limit, but will erode the General Aggregate Limit.

9. **Medical Expense Limit**

Subject to 3. or 4. above, whichever applies, the Medical Expense Any One Person Limit is the most we will pay under **Coverage C Medical Payments** for all medical expenses because of "bodily injury" sustained by any one person.

Such Medical Payments Coverage is subject to either the Project General Aggregate Limit or the General Aggregate Limit as provided in paragraphs **3.** or **4.** above.

10. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (1) The limits of insurance specified in the written contract or written agreement; or
- (2) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

11. If More Than One Limit of Insurance Applies

If more than one limit of insurance under this Coverage Part and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Coverage Part and such endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit".

However, this paragraph **11.** does not apply to the Medical Expense Limit for Coverage **C.**

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

- B.** For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:

"Project" means a jobsite including premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right of way of a railroad.

If a "project" has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed as the same project.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PER LOCATION AND PER PROJECT - AMENDMENT OF GENERAL AGGREGATE SUBJECT TO MAXIMUM ANNUAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Each Occurrence Limit	\$ See Declarations Page
Personal and Advertising Injury Limit	\$ See Declarations Page
Damage to Premises Rented to You – Any One Premises	\$ See Declarations Page
Medical Expense Limit - Any One Person	\$ See Declarations Page
General Aggregate Limit	\$
Location General Aggregate Limit	\$
Project General Aggregate Limit	\$
Maximum Annual Aggregate Limit	\$
Products-Completed Operations Aggregate Limit	\$ See Declarations Page

In return for the payment of the premium when due and subject to all the terms of the Commercial General Liability Coverage Part not expressly modified herein, we agree with you as follows:

A. The LIMITS OF INSURANCE (SECTION III) is deleted in its entirety and replaced with the following:

1. The Most We Will Pay

The Limits of Insurance shown in the above Schedule and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Maximum Annual Aggregate

The Maximum Annual Aggregate Limit is the most we will pay for the sum of:

- a. Damages under the General Aggregate Limit; and
- b. Damages under:

(1) Any one or more Location General Aggregate Limit(s), as described in paragraph 4. below; or

(2) Any one or more Project General Aggregate Limit(s), as described in paragraph 5. below.

3. General Aggregate Limit

Subject to 2. above, the General Aggregate Limit is the most we will pay for the sum of:

- a. Damages under **Coverage B Personal and Advertising Injury Liability**; and
- b. Damages under **Coverage C Medical Payments, and Coverage A Bodily Injury and Property Damage Liability**, with the following exceptions:

(1) "Bodily injury" or "property damage" included in the "products-completed operations hazard";

(2) "Bodily injury" or "property damage" attributed solely to ongoing operations at a single "location"; or

(3) "Bodily injury" or "property damage" attributed solely to ongoing operations at a single "project".

c. "Property damage" included as **Damage to Premises Rented to You**.

4. Location General Aggregate Limit

Subject to 2. above:

a. A separate Location General Aggregate Limit applies to each single "location", in lieu of and not in addition to, the General Aggregate. Such Location General Aggregate is the most we will pay for all damages under **Coverage A Bodily Injury and Property Damage Liability**, or **Coverage C Medical Payments**, with the following exceptions:

(1) "Bodily injury" or "property damage" included in the "products-completed operations hazard"; or

(2) "Property damage" included in the Damage to Premises Rented to You coverage; or

(3) "Bodily injury", "property damage", or medical expenses under **Coverage C**, which cannot be attributed solely to the ongoing operations at a single "location". Such damages will erode the General Aggregate Limit as provided in paragraph 3. above.

b. The Location General Aggregate Limit:

(1) Applies only to "occurrences" attributed solely to ongoing operations at a single "location"; and

(2) Does not include damages for **Coverage B Personal and Advertising Injury Liability**, no matter where or in how many "locations" the offense or offenses may be committed. Such damages will erode the General Aggregate Limit as provided in paragraph 3. above.

c. Any payments made under this paragraph 4., for damages for "bodily injury", "property damage", or medical expenses under Coverage C, shall reduce the Maximum Annual Aggregate Limit and the Location General Aggregate for that "location". Such payments shall not reduce the General Aggregate Limit or the

Products-Completed Operations Aggregate Limit nor shall they reduce any other Location General Aggregate Limit.

5. Project General Aggregate Limit

Subject to 2. above:

If a written contract or written agreement or permit requires a separate "project" general aggregate limit, the following will apply:

a. A separate Project General Aggregate Limit applies to each single "project", in lieu of and not in addition to, the General Aggregate. Such Project General Aggregate is the most we will pay for all damages under **Coverage A Bodily Injury and Property Damage Liability**, or **Coverage C Medical Payments**, with the following exceptions:

(1) "Bodily injury" or "property damage" included in the "products-completed operations hazard"; or

(2) "Property damage" included in the Damage to Premises Rented to You coverage; or

(3) "Bodily injury", "property damage", or medical expenses under **Coverage C**, which cannot be attributed solely to the ongoing operations at a single "project". Such damages will erode the General Aggregate Limit as provided in paragraph 3. above.

b. The Project General Aggregate Limit:

(1) Applies only to "occurrences" attributed solely to ongoing operations at a single "project"; and

(2) Does not include damages for **Coverage B Personal and Advertising Injury Liability**, no matter where or in how many "projects" the offense or offenses may be committed. Such damages will erode the General Aggregate Limit as provided in paragraph 3. above.

c. Any payments made under this paragraph 5., for damages for "bodily injury", "property damage", or medical expenses under Coverage C, shall reduce the Maximum Annual Aggregate Limit and the Project General Aggregate for that "project". Such payments shall not reduce the General Aggregate Limit or the Products-Completed Operations Aggregate Limit nor shall they reduce any other Project General Aggregate Limit.

6. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

7. Personal And Advertising Injury Limit

Subject to **3.** above, the Personal and Advertising Injury Limit is the most we will pay under **Coverage B Personal and Advertising Injury Liability** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

8. Occurrence Limit

Subject to **3., 4., 5., or 6.** above, whichever applies, the Each Occurrence Limit is the most we will pay for damages under "bodily injury" or "property damage" arising out of any one "occurrence".

9. Damages To Premises Rented To You Limit

Subject to **8.** above, the Damage to Premises Rented to You Limit is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented to You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

The Damage to Premises Rented to You Coverage is not subject to any Location General Aggregate Limit or any Project General Aggregate Limit, but will erode the General Aggregate Limit.

10. Medical Expense Limit

Subject to **3., 4., or 5.** above, whichever applies, the Medical Expense Any One Person Limit is the most we will pay under **Coverage C Medical Payments** for all medical expenses because of "bodily injury" sustained by any one person.

Such Medical Payments Coverage is subject to either the Location General Aggregate Limit, Project General Aggregate Limit or the General Aggregate Limit as provided in paragraphs **3., 4., or 5.** above.

11. How Limits Apply To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (1) The limits of insurance specified in the written contract or written agreement; or
- (2) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

12. If More Than One Limit of Insurance Applies

If more than one limit of insurance under this Coverage Part and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Coverage Part and such endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit".

However, this paragraph **12.** does not apply to the Medical Expense Limit for Coverage **C.**

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

B. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definitions:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right of way of a railroad.

"Project" means a jobsite including premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right of way of a railroad. If a "project" has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed as the same project.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF AGGREGATE (GENERAL AGGREGATE ONLY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that paragraphs **2.**, **3.**, **4.** and **5.** of **Section III – Limits of Insurance** are deleted and replaced by the following:

2. The General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

- a.** Damages under Coverage **A**;
- b.** Damages under Coverage **B**; and
- c.** Medical expenses under Coverage **C**.

3. Products-Completed Operations Aggregate

The General Aggregate Limit shall include all damages under the "products-completed operations hazard".

4. Personal and Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** above, the Each Occurrence is the most we will pay for the sum of:

- a.** Damages under Coverage **A**; and
- b.** Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Paragraph **4. Other Insurance** Condition is replaced by the following:

4. Other Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, except when purchased specifically to apply in excess of this insurance.

If this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

If this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for damages in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INTERIM PREMIUM AUDIT CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following provision is added to **Section IV-COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Interim Premium Audit

We reserve the right to conduct a complete audit of your records during the policy term to determine the adequacy of the Advance Premium deposit. If the earned premium computed for the interim audit period exceeds the pro rated Advance Premium by an amount 10% or more, we shall reserve the right to amend the premium base(s) in the Declarations to reflect the data produced by the interim audit and to revise the Advance Premium accordingly. Any additional premium will be due and payable upon notice to the first Named Insured. This provision shall not serve to amend the Minimum Premium as shown in the Declarations or our right to conduct further audits.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FELLOW EMPLOYEE SUITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 2.a. (1) of Section II – Who Is An Insured is replaced by the following:

- (1)** "Bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services.

However, this exclusion does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services only if you are not in the business of providing professional health care services.

B. The following is added to paragraph 2.a of Section II – Who Is An Insured

- (3)** "Personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited

liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(3)(a)** above;

- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(3)(a)** or **(b)** above.

C. Paragraph 4.a. of Section II – Who Is An insured is deleted.

POLICY NUMBER:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

The following person(s) or organizations(s) are added as Named Insureds under this policy:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - EXPOSURES NOT CONTEMPLATED IN CLASSIFICATION (REAL ESTATE DEVELOPMENT PROPERTY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

EXCLUSION SCHEDULE

- (a)** contracting operations of any kind
- (b)** subcontracted operations
- (c)** model homes
- (d)** vacant buildings
- (e)** vacant land not being actively developed which is physically separated from any "Real Estate Development Property".

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any premises, hazards or operations shown in the Exclusion Schedule.

This exclusion does not apply to any premises, hazards or operations specifically described as covered in a schedule forming a part of this Coverage Part.

"Real estate development property" means land in any stage of active development. Active development includes site preparation work as well as actual construction activities.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - FUNGI, BACTERIA AND VIRUSES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
MANUFACTURERS' ERRORS AND OMISSIONS LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE FORM
CONDOMINIUM AND COOPERATIVE DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM

This insurance does not apply to:

1. Injury or damage arising out of or related to the presence of, suspected presence of, or exposure to:
 - a. Fungi, including but not limited to mold, mildew, and yeast;
 - b. Bacteria;
 - c. Viruses; or
 - d. Dust, spores, odors, particulates or byproducts, including but not limited to mycotoxins and endotoxins, resulting from any of the organisms listed in a., b., or c. above;from any source whatsoever.
2. Any loss, cost or expense arising out of the testing for, monitoring of, cleaning up of, removal of, containment of, treatment of, detoxification of, neutralization of, remediation of, disposal of, or any other response to or assessment of, the effects of any of the items in 1.a., b., c. or d. above, from any source whatsoever.

However, this exclusion does not apply to "bodily injury" or "property damage" caused by the ingestion of food.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI, BACTERIA AND VIRUSES LIMITED EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS LIABILITY COVERAGE PART
MANUFACTURERS' ERRORS AND OMISSIONS LIABILITY COVERAGE PART
EDUCATORS LEGAL LIABILITY COVERAGE FORM
CONDOMINIUM AND COOPERATIVE DIRECTORS AND OFFICERS LIABILITY COVERAGE FORM

This insurance does not apply to:

- 1.** Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of or related to the presence of, suspected presence of, or exposure to:
 - a.** Fungi, including but not limited to mold, mildew, and yeast;
 - b.** Bacteria;
 - c.** Viruses; or
 - d.** Dust, spores, odors, particulates or byproducts, including but not limited to mycotoxins and endotoxins, resulting from any of the organisms listed in **a.**, **b.**, or **c.** above;

from any source whatsoever.

- 2.** Any loss, cost or expense arising out of the testing for, monitoring of, cleaning up of, removal of, containment of, treatment of, detoxification of, neutralization of, remediation of, disposal of, or any other response to or assessment of, the effects of any of the items in **1.a.**, **b.**, **c.** or **d.** above, from any source whatsoever.

However, this exclusion does not apply to "bodily injury" or "property damage":

- (1)** Caused by the ingestion of food; or
- (2)** Included within the "products-completed operations hazard".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DESIGNATED ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Entities:

1. The following exclusion is added to Paragraph 2., **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and **Section I – Coverage B – Personal And Advertising Injury Liability**:
This insurance does not apply to:
Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - a. Any premises or operations;
 - b. The ownership, management, supervision or existence; or
 - c. Included in the "products-completed operations hazard"of any entity shown in the Schedule. This exclusion applies whether or not other insurance is available to that entity.
2. Paragraph 2.e., if included, and Paragraph 3., of **Section II - Who Is An Insured**, do not apply to any entity shown in the Schedule.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUILDING CLEANING AND MAINTENANCE CONTRACTORS - FRANCHISEES AS NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Franchisees As Named Insureds

The following is added to **Section II – Who Is An Insured**:

If you are a franchisor:

1. Any franchisee of yours qualifies as a Named Insured if:
 - a. You have offered to provide the franchisee with primary insurance such as is afforded by this Coverage Part; and
 - b. The franchisee has agreed to participate in such insurance.
2. Any franchisee of yours:
 - a. That declines to participate in such insurance as is afforded by this Coverage Part; and
 - b. Fails to obtain such other insurance as required in your franchise agreement with that franchisee;is not an insured and does not qualify as a Named Insured under this Coverage Part unless shown as such in the Declarations or in an endorsement issued by us.
3. The insurance provided by this endorsement applies only to the liability of the franchisee for:
 - a. "Bodily injury" or "property damage" that occurred, or
 - b. "Personal and advertising injury" that arises out of an offense that was committed

after you entered into a franchise agreement with the franchisee and before such franchise agreement has expired, been terminated or been revoked.

4. No franchisee of yours is an insured or qualifies as a Named Insured for liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the franchisee's conduct of business outside the scope of your franchise agreement with that franchisee.

B. Limitation - Additional Insureds By Contract With Franchisee

If you are a franchisor, Paragraph 6., **Additional Insureds When Required By Written Contract, Written Agreement Or Permit of Section II, Who Is An Insured** does not apply with respect to any contract entered into by your franchisee for the performance of any services unless such contract has been approved by you prior to commencement of the performance of such services by such franchisee.

C. Additional Exclusion

Any insurance afforded by this endorsement does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the franchisee's rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - SETTING OF STANDARDS, WARNINGS, LICENSES OR CERTIFICATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, or relating to, whether directly or indirectly, in whole or in part to:

1. Setting, failing to set, enforcing or failing to enforce standards of performance, service, procedure, quality or safety;
2. The adequacy of or reliance upon such standards;
3. Warning or failing to warn of the danger of a particular product, procedure, method, service or process;
4. Providing or failing to provide direction as to the use of a particular product, procedure, method, service or process;
5. Licensing, certification, guarantee or warranty, or any other statement that a product, procedure, method, service or process is safe for its intended purpose;
6. Activities of an insured which are perceived by a third party as a license, certification, guarantee or warranty, or any other statement that a product, procedure, method, service or process is safe for its intended purpose; or
7. "Performing" or failing to "perform" research, or hiring or supervising, or failing to hire or supervise another to "perform" research regarding the safety, quality, or efficacy of a product, procedure, method, service or process; and
8. Any conspiracy, collusion, aiding and abetting, misrepresentation, fraud, concealment, withholding of information, or unfair or deceptive trade practices, whether or not such act was intentionally committed by an insured, at any time.

As used in this endorsement "perform" includes coordinating or advising others.

POLICY NUMBER:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUILDING CLEANING AND MAINTENANCE CONTRACTORS GENERAL LIABILITY BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE—PART I

Coverage	Limit Of Liability	Deductible	Premium
Lost Key Occurrence Limit			
Property In Your Care, Custody Or Control Occurrence Limit	Included in Each Occurrence Limit		
Theft Of Customer Property Aggregate Limit			

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PART I

A. LOST KEY COVERAGE

1. Changes In The Property Damage Exclusion (Exclusion j.)

With respect to "property damage" arising out of your building cleaning and maintenance services operations, the following exception is added to Exclusion j. of Paragraph 2. **Exclusions of Section I - Coverage A – Bodily Injury And Property Damage Liability:** Subparagraphs (3) and (4) of Exclusion j. of Paragraph 2. **Exclusions of Section I - Coverage A – Bodily Injury And Property Damage Liability** do not apply to the legal liability of any insured for the loss of a customer's keys in the course of your building cleaning or maintenance services.

The insurance provided by this provision applies only to:

- a. The actual cost of the keys that are lost;
- b. The cost to adjust locks to accept new keys; and
- c. The cost of new locks, including the cost of their installation.

2. Theft By An Insured Exclusion

With respect to the insurance provided by this provision, this insurance does not apply to theft committed by, or aided or abetted by, any insured.

B. PROPERTY IN YOUR CARE, CUSTODY OR CONTROL COVERAGE

1. Changes In The Property Damage Exclusion (Exclusion j.)

With respect to "property damage" arising out of your building cleaning and maintenance services operations, the following exceptions are added to Exclusion j. of Paragraph 2. **Exclusions of Section I - Coverage A – Bodily Injury And Property Damage Liability:**

- a. Exclusion j.(3) does not apply to property loaned to you, but only while being used in the performance of your building cleaning or maintenance services;
- b. Exclusion j.(4) does not apply to personal property in the care, custody or control of the insured, but only when such insured is acting within the scope of performing your building cleaning or maintenance services;

c. Exclusion j.(5) does not apply to that particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing building cleaning or maintenance services, if the "property damage" arises out of such operations; or

d. Exclusion j.(6) does not apply to that particular part of any property that must be restored, repaired or replaced because "your work" related to your building cleaning or maintenance services was incorrectly performed on it.

2. Additional Exclusions

With respect to the insurance provided by this provision, the following exclusions apply:

This insurance does not apply to:

a. Lost Keys

- (1) The actual cost of the keys that are lost;
- (2) The cost to adjust locks to accept new keys; and
- (3) The cost of new locks, including the cost of their installation.

b. Theft of Customer Property

"Property damage" arising out of the theft of your customer's property.

C. THEFT OF CUSTOMER PROPERTY COVERAGE (LEGAL LIABILITY)

1. Changes In Definition Of Property Damage

With respect to your legal liability for the theft of the tangible property of the customers of your building cleaning or maintenance services operations, the definition of "property damage" in the **Definitions** Section is replaced by the following:

"Property Damage" means:

Theft of tangible property of your customers, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, theft includes burglary, robbery and mysterious disappearance. For the purposes of this insurance, "property damage" that is theft shall be deemed to be caused by an "occurrence".

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GENERAL LIABILITY BROAD FORM ENDORSEMENT**

2. Additional Exclusions

With respect to the insurance afforded by this provision, the following exclusions apply:

This insurance does not apply to:

a. Lost Keys

- (1) The actual cost of the keys that are lost;
- (2) The cost to adjust locks to accept new keys; and
- (3) The cost of new locks, including the cost of their installation.

c. Theft By An Insured

"Property damage" arising out of theft committed by, or aided or abetted by, any insured.

D. EMPLOYEES AND VOLUNTEER WORKERS AS INSURED

Paragraph **2.a.(2)** of **Section II – Who Is An Insured** is amended to allow insured status for your "employees" and "volunteer workers", but only with respect to the insurance provided under the following provisions of **Part I** of this endorsement:

1. Provision **A. Lost Key Coverage**; or
2. Provision **B. Property In Your Care, Custody Or Control Coverage**.

E. DEDUCTIBLE LIABILITY INSURANCE

1. Our obligation under
 - a. Provision **A. Lost Key Coverage**;
 - b. Provision **B. Property In Your Care Custody Or Control Coverage**; and
 - c. Provision **C. Theft Of Customer Property Coverage (Legal Liability)**

to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts shown in the Schedule of this endorsement as applicable to such coverages.

2. The Limits of Insurance applicable to "each occurrence" or "aggregate" for such coverages are not reduced by the amount of such deductible.
3. The deductible amounts stated in the Schedule of this endorsement apply as follows:
 - a. Under the Property Damage Liability Coverage the deductible amounts apply to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

- b. The terms of this insurance, including those with respect to:

(1) Our right and duty to defend any "suits" seeking those damages; and

(2) Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

- c. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

F. LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Schedule of this endorsement and in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Lost Key Occurrence Limit

The Lost Key Occurrence Limit shown in the Schedule of this endorsement is the most we will pay for the sum of damages under Provision **A. Lost Key Coverage** because of "property damage" arising out of any one "occurrence".

The Lost Key Occurrence Limit:

- a. Is subject to the General Aggregate Limit described in Paragraph **2. General Aggregate Limit** of **Section III – Limits Of Insurance**; and
- b. Is not subject to the Each Occurrence Limit described in Paragraph **5. Each Occurrence Limit** of **Section III – Limits Of Insurance**.

3. Property In Your Care, Custody Or Control Occurrence Limit

The Property In Your Care Custody Or Control Occurrence Limit shown in the schedule of this endorsement is the most we will pay for the sum of all damages under Provision **B. Property In Your Care, Custody Or Control Coverage** because of "property damage" arising out of any one "occurrence".

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The Property In Your Care Custody Or Control Occurrence Limit:

- a. Is subject to Paragraph 2. **General Aggregate Limit** of **Section III – Limits Of Insurance**; and
- b. Is subject to Paragraph 5. **Each Occurrence Limit** of **Section III – Limits Of Insurance**.

4. Theft Of Customer Property Aggregate Limit

The Theft Of Customer Property Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages under **Theft Of Customer Property Coverage (Legal Liability)**.

The Theft Of Customer Property Aggregate Limit is not subject to either:

- a. Paragraph 2. **General Aggregate Limit** of **Section III – Limits Of Insurance**; or
- b. Paragraph 5. **Occurrence Limit** of **Section III – Limits Of Insurance**.

PART II - EMPLOYEE BENEFITS LIABILITY

Section I - Coverage A is amended to add Employee Benefits Liability as follows:

SECTION I - COVERAGES

COVERAGE A. - EMPLOYEE BENEFITS LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "employee benefits injury" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under **Supplementary Payments - Coverages A And B**.

We will have the right and duty to defend any "claim" or "suit" seeking such damages. But

- (1) The amount we will pay for damages is limited as described in **Section III - Limits Of Insurance**;

- (2) We may, at our discretion, investigate any alleged act, error or omission and settle any "claim" or "suit" that may result; and

- (3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage. This applies both to "claims" and "suits" pending at that time and to those filed thereafter.

- b. This insurance applies to "employee benefits injury" if:

- (1) The negligent act, error or omission takes place in the "coverage territory"; and

- (2) The negligent act, error or omission occurs during the policy period.

2. Exclusions

This **Part II, Employee Benefits Liability**, does not apply to:

- a. **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

- b. **Bodily Injury, Property Damage Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

- c. **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

- d. **Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

- e. **Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or

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GENERAL LIABILITY BROAD FORM ENDORSEMENT**

(3) Advice given to any person with respect to that person's decision to participate or not participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other "employment-related practices".

3. Supplementary Payments

The **Supplementary Payments - Coverages A And B** apply to this **Part II - Employee Benefits Liability**.

SECTION II - WHO IS AN INSURED

Section II - Who Is An Insured applies except as changed in this **Part II - Employee Benefits Liability**:

1. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a named insured if there is no other similar insurance available to that organization. However,

a. Coverage under this **Part II - Employee Benefits Liability**, is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this **Part II - Employee Benefits Liability**, does not apply to "employee benefits injury" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below determine the most we will pay regardless of the number of:

- a. Insureds;
- b. "Claims" made or "suits" brought;
- c. Persons or organizations making "claims" or bringing "suits";
- d. Acts, errors or omissions; or
- e. Benefits included in your "employee benefit program".

2. Employee Benefits Liability Aggregate Limit

The Employee Benefits Liability Aggregate Limit is the most we will pay for all damages to which this insurance applies.

The Employee Benefits Liability Aggregate Limit will be equal to the General Aggregate Limit shown in the Declarations, and is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

3. Each Claim Limit

Subject to 2. above the Each Claim Limit is the most we will pay for all damages with respect to any one "claim".

The Employee Benefits Liability Each Claim Limit will be equal to the Each Occurrence Limit shown in the Declarations, and is the most we will pay for all damages as a result of:

- a. An act, error or omission; or
- b. A series of related acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

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The limits of this **Part II - Employee Benefits Liability**, apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case the additional period will be deemed part of the last preceding period for the purpose of determining the Limits of Insurance.

SECTION IV - CONDITIONS

The Commercial General Liability Conditions apply except where changed in this Part II - Employee Benefits Liability.

1. Duties In the Event of Occurrence, Offense, Claim or Suit is replaced with the following:

Duties In The Event Of Employee Benefits Injury, Claim Or Suit

a. Notice Of An Event

You must see to it that we are notified as soon as practicable of an "employee benefits injury" which may result in a "claim". To the extent possible, notice should include:

- (1) How, when and where the "employee benefits injury" took place; and
- (2) The names and addresses of any injured persons and witnesses.

Notice of an "employee benefits injury" is not notice of a "claim".

b. Notice Of A Claim

If a written "claim" is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the "claim" or "suit".

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summons or legal papers received in connection with the "claim" or "suit".
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the "claim" or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "employee benefits injury" to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insureds will, except at their own cost, voluntarily incur any expense, other than for first aid, without our consent.

SECTION V - DEFINITIONS

The Commercial General Liability definitions apply except where changed in this **Part II - Employee Benefits Liability**.

As used in this **Part II - Employee Benefits Liability**:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Handling records in connection with your "employee benefit program"; or
- c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit", made by an "employee", or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
4. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
5. "Employee benefits injury" means injury that arises out of any negligent act, error or omission in the "administration" of your "employee benefits programs".
6. "Employee benefits program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance, group accident or health insurance, dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

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- b.** Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
- c.** Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
- d.** Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

7. "Suit" means a civil proceeding in which damages because of "employee benefits injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which the insured must submit or do submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submit with our consent.



PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES PRODUCTS/COMPLETED OPERATIONS

BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" included within the "products-completed operations hazard" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you; or
- (4) Personal property in the care, custody or control of the insured.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

h. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

i. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

j. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

k. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

l. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

m. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any damages, judgments, settlements, loss, costs or expenses arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

n. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any "claim" or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (2) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (3) Arise out of any "claim" or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - d. All costs taxed against the insured in the "suit".
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverages – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:

a. Employees

Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

- (1) "Bodily injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph **(1)(a)** above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee") or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Newly Acquired Or Formed Organizations

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you own a financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

4. Vendors When Required By Written Contract

- a. Any person(s) or organization(s) (referred to below as vendor) is an additional insured when you have agreed in a written contract or written agreement, that such person(s) or organization(s) be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. Such person(s) or organizations(s) is an additional insured only for:

- (1) Injury or damage that occurs subsequent to the execution of the contract or agreement; and
- (2) That period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

- b. The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Sub-paragraphs (4) or (6); or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- c. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limit

The Aggregate Limit is the most we will pay for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

3. Each Occurrence Limit

Subject to 2. above, the Each Occurrence Limit is the most we will pay for damages because of all "bodily injury" and "property damage" arising out of any one "occurrence".

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim.

(1) To the extent possible, notice should include:

- (a) How, when and where the "occurrence" took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence".

(2) This Condition applies only when such "occurrence" is known to:

- (a) You, if you are an individual;
- (b) A partner, if you are a partnership;
- (c) A manager, if you are a limited liability company;
- (d) An "executive officer" or insurance manager, if you are a corporation.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

But this condition will not be considered breached unless the breach occurs after such claim or "suit" is known to anyone listed in 2.a.(2) above.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
2. "Auto" means land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Disease
 sustained by a person and, if arising out of the above, mental anguish or death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - c. All other parts of the world if the injury or damage arises out of goods or products made or sold by you in the territory described in a. above
 provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

- b. Your fulfilling the terms of the contract or agreement.
8. "Insured contract" means:
- A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - A sidetrack agreement;
 - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - An elevator maintenance agreement;
 - That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. does not include that part of any contract or agreement:
- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
10. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - While it is in or on an aircraft, watercraft or "auto"; or
 - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
11. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - Vehicles maintained for use solely on or next to premises you own or rent;
 - Vehicles that travel on crawler treads;
 - Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

12. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

13. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

14. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1)** Products that are still in your physical possession; or
- (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a)** When all of the work called for in your contract has been completed.
 - (b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3)** Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are included.

15. "Property damage" means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a.** Stored as or on;
- b.** Created or used on; or
- c.** Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

16. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

17. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

18. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

19. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.



PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

THIS IS A CLAIMS MADE COVERAGE PART. PLEASE READ ALL PROVISIONS AND CONTACT YOUR AGENT IF YOU HAVE QUESTIONS. YOUR COVERAGE PART APPLIES ONLY TO BODILY INJURY OR PROPERTY DAMAGE THAT OCCURS BETWEEN THE RETROACTIVE DATE AND THE END OF THE POLICY PERIOD. YOUR POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO US AFTER THE INCEPTION DATE AND BEFORE THE END OF THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI – Definitions.

SECTION I – COVERAGES PRODUCTS/COMPLETED OPERATIONS

BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" included within the "products-completed operations hazard" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and
 - (3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.
- c. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
- (1) When notice of such claim is received and recorded by any insured or by us, whichever comes first; or
 - (2) When we make settlement in accordance with Paragraph 1.a. above.

All claims for damages because of "bodily injury" to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury", will be deemed to have been made at the time the first of those claims is made against any insured.

All claims for damages because of "property damage" causing loss to the same person or organization will be deemed to have been made at the time the first of those claims is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you; or
- (4) Personal property in the care, custody or control of the insured.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

h. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

i. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

j. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

k. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

l. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

m. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any damages, judgments, settlements, loss, costs or expenses arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

n. Asbestos

- (1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (2) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (3) Arise out of any "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - d. All costs taxed against the insured in the "suit".
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverages – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

- b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees

Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Bodily injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph **(1)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a)** Owned, occupied or used by,
- (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee") or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1)** With respect to liability arising out of the maintenance or use of that property; and
- (2)** Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Newly Acquired Or Formed Organizations

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you own a financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a.** Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b.** Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

4. Vendors When Required By Written Contract

- a.** Any person(s) or organization(s) (referred to below as vendor) is an additional insured when you have agreed in a written contract or written agreement, that such person(s) or organization(s) be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. Such person(s) or organizations(s) is an additional insured only for:
 - (1)** Injury or damage that occurs subsequent to the execution of the contract or agreement; and
 - (2)** That period of time required by the contract or agreement.

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

- b.** The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (1)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2)** Any express warranty unauthorized by you;
- (3)** Any physical or chemical change in the product made intentionally by the vendor;
- (4)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a)** The exceptions contained in Sub-paragraphs **(4)** or **(6)**; or
 - (b)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- c.** This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Most We will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limit

The Aggregate Limit is the most we will pay for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

3. Each Occurrence Limit

Subject to 2. above, the Each Occurrence Limit is the most we will pay for damages because of all "bodily injury" and "property damage" arising out of any one "occurrence".

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim.

- (1) To the extent possible, notice should include:

- (a) How, when and where the "occurrence" took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence".

Notice of an "occurrence" is not notice of a claim.

- (2) This Condition applies only when such "occurrence" is known to:

- (a) You, if you are an individual;
- (b) A partner, if you are a partnership;
- (c) A manager, if you are a limited liability company;
- (d) An "executive officer" or insurance manager, if you are a corporation.

- b. If a claim is received by any insured, you must:

- (1) Immediately record the specifics of the claim and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim as soon as practicable.

But this condition will not be considered breached unless the breach occurs after such claim or "suit" is known to anyone listed in 2.a.(2) above.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to "bodily injury" or "property damage" included within the "products-completed operations hazard" on other than a claims-made basis, if:

- (1) No Retroactive Date is shown in the Declarations of this insurance; or
- (2) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

10. Your Right To Claim And Occurrence Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding products/completed operations liability claims-made Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each "occurrence", not previously reported to any other insurer, of which we were notified in accordance with Paragraph 2.a. of the Section IV – Duties In The Event Of Occurrence, Claim Or Suit Condition. We will include the date and brief description of the "occurrence" if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under the Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

If we cancel or elect not to renew this Coverage Part, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of receipt of the request.

We compile claim and "occurrence" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

SECTION V – EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is cancelled or not renewed; or
 - b. We renew or replace this Coverage Part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - (2) Does not apply to "bodily injury" or "property damage" on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for "bodily injury" or "property damage" that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be cancelled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:

- a. Five years with respect to claims because of "bodily injury" and "property damage" arising out of an "occurrence" reported to us, not later than 60 days after the end of the policy period, in accordance with Paragraph 2.a. of the Section IV – Duties In The Event Of Occurrence, Claim Or Suit Condition; and
- b. Sixty days with respect to claims arising from "occurrences" not previously reported to us.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
5. A Supplemental Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph 3. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

6. If the Supplemental Extended Reporting Period is in effect, we will provide a supplemental aggregate limit of insurance described below, but only for claims first received and recorded during the Supplemental Extended Reporting Period.

The supplemental aggregate limit of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for the Aggregate Limit.

Paragraph 2. of Section III – Limits Of Insurance will be amended accordingly. The Each Occurrence Limit shown in the Declarations will then continue to apply, as set forth in Paragraph 3. of that Section.

SECTION VI – DEFINITIONS

1. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
2. "Auto" means land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - c. All other parts of the world if the injury or damage arises out of goods or products made or sold by you in the territory described in a. aboveprovided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.

8. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

10. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

11. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1)** Equipment designed primarily for:
 - (a)** Snow removal;
 - (b)** Road maintenance, but not construction or resurfacing; or
 - (c)** Street cleaning;
- (2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

12. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

13. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

14. "Products-completed operations hazard":

- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1)** Products that are still in your physical possession; or
- (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a)** When all of the work called for in your contract has been completed.
 - (b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b.** Does not include "bodily injury" or "property damage" arising out of:

- (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3)** Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are included.

15. "Property damage" means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

- a. Stored as or on;
- b. Created or used on; or
- c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

16. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

17. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

18. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

19. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

POLICY NUMBER:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Reporting Period: From _____ to _____ **Premium:** _____

Retroactive Date: From _____ to _____

Applicable to following Coverage(s):

For payment of an additional premium, we agree with you:

1. Except as otherwise provided by the terms of this endorsement, the insurance afforded shall be subject to the coverage(s) afforded, any limitation(s) or extension(s) of such coverage(s), exclusions, definitions, covered persons, limits of insurance, conditions and deductibles or "self-insured retentions" of the policy of which this endorsement forms a part.
2. The insurance provided by this endorsement is afforded only for those Coverage(s) shown in the Schedule of this endorsement.
3. The insurance afforded by your policy also applies to the legal obligation of an insured to pay damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement applies, caused by an "occurrence" or offense within the "coverage territory" subject to the following provisions:
 - a. The injury or damage must take place on or after the Retroactive Date shown in the Schedule of this endorsement and before the effective date of the policy of which this endorsement forms a part.

- b. The claim or "suit" must first be made against an insured during the Reporting Period stated in the Schedule of this endorsement; however:

- (1) A claim by a person or organization seeking damages will be deemed to have been made when notice of such claim is received and recorded by any insured or by us, whichever comes first;
- (2) All claims for damages because of "bodily injury" to the same person, including damages claimed by any person or organization for care, loss of services, or death resulting at any time from the "bodily injury", will be deemed to have been made at the time the first of those claims is made against any insured;
- (3) All claims for damages because of "property damage" to the same person or organization as a result of an "occurrence" will be deemed to have been made at the time the first of those claims is made against any insured; and

- (4)** All claims for damages because of "personal and advertising injury" to the same person or organization as a result of an offense will be deemed to have been made at the time the first of those claims is made against any insured.

With respect to items **(1)** through **(4)** above, if the first of those claims is made prior to the effective date of the policy of which this endorsement forms a part, coverage under this endorsement shall not apply to any subsequent claim for damages resulting from the same cause, regardless of when such subsequent claim is reported.

- c.** At the time you applied for this Prior Acts coverage you or any person responsible for recording and reporting a claim or "suit", had no knowledge of any claim or "suit" or of any "occurrence" or offense which might reasonably be expected to result in a claim or "suit".
- 4.** This endorsement does not change the limits of insurance stated in the Declarations of your policy or in any endorsement that provides a separate coverage with a separate set of limits. Those limits do not apply separately to this endorsement.

- 5.** The following exclusion is added to the policy:

This policy does not apply to any injury or damage that occurred between the Retroactive Date and the beginning of the policy period and for which any other insurance policy would provide coverage were a claim under such coverage reported immediately in accordance with the requirements of such policy and valued within the policy limits.

This exclusion applies:

- a.** Regardless of whether or not such other policy actually is sufficient, collectible or its insurer is solvent; and
- b.** Regardless of whether or not such claim is actually reported to such insurer.
- 6.** This endorsement will not take effect unless the additional premium for it is paid when due. If that premium is paid when due, this endorsement may not be cancelled. We need not return any part of the premium paid for this endorsement for any reason whatsoever.

POLICY NUMBER:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following items(s):

<input type="checkbox"/>	Insured's Name
<input type="checkbox"/>	Policy Number
<input type="checkbox"/>	Effective/Expiration Date
<input type="checkbox"/>	Payment Plan
<input type="checkbox"/>	Additional Interested Parties:
<input type="checkbox"/>	Limits/Exposures
<input type="checkbox"/>	Covered Property/Location Description
<input type="checkbox"/>	Rates

<input type="checkbox"/>	Insured Mailing Address
<input type="checkbox"/>	Company
<input type="checkbox"/>	Insured Legal Status/Business of Insured
<input type="checkbox"/>	Premium Determination
<input type="checkbox"/>	Coverage Forms and Endorsements
<input type="checkbox"/>	Deductibles / SIR
<input type="checkbox"/>	Classification Class Codes
<input type="checkbox"/>	Underlying Insurance

is (are) changed to read:

The above amendments result in a change in the premium as follows:

<input type="checkbox"/> NO CHANGES	<input type="checkbox"/> TO BE ADJUSTED AT AUDIT	ADDITIONAL PREMIUM \$	RETURN PREMIUM \$
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Authorized Representative Signature

POLICY NUMBER:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BATCH CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is agreed that claims for damages arising out of one prepared or acquired lot of goods or products shall be considered as arising out of one "occurrence".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FELLOW EMPLOYEE SUITS - SUPERVISOR OR HIGHER POSITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to your "employees" holding positions of supervisor or higher:

1. It is agreed that **Section II - WHO IS AN INSURED** Paragraph 2.a.(1) is replaced by the following:

- (1) "Personal and advertising injury" to you or to a co-"employee" while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "personal and advertising injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;

2. Paragraph 4.a is deleted.

As used in this provision, "employees" holding positions of supervisor or higher means only "employees" who are authorized by you to exercise direct or indirect supervision and control over "employees" and the manner in which work is performed.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT OR AGREEMENT - OPTION I

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) or Location(s) Of Covered Operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above with whom you agreed in a written contract or written agreement to provide insurance such as is afforded under this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
 2. In connection with your premises owned by or rented to you and shown in the Schedule; or
 3. In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:
 - a. The written contract or agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
 - b. This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- B.** The insurance afforded to these additional insureds applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:
1. During the policy period; and
 2. Subsequent to the execution of such written contract or written agreement; and
 3. Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

- C. With respect to the insurance afforded to these additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering or surveying services by or for you, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; and
2. Supervisory, inspection, architectural or engineering activities.

D. How Limits Apply To Additional Insureds

The most we will pay on behalf of the additional insured shown in the Schedule is the lesser of:

1. The limits of insurance specified in the written contract or written agreement; or
2. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

E. Duties Of Additional Insureds In The Event Of Occurrence, Offense, Claim Or Suit

The Duties Condition in **Section IV - Conditions** is replaced by the following and applies to the additional insured shown in the Schedule:

1. Notice Of Occurrence Or Offense

The additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- a. How, when and where the "occurrence" or offense took place;
- b. The names and addresses of any injured persons and witnesses; and
- c. The nature and location of any injury or damage arising out of the "occurrence" or offense.

2. Notice Of Claim

If a claim is made or "suit" is brought against the additional insured, the additional insured must:

- a. Immediately record the specifics of the claim or "suit" and the date received; and
- b. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. Assistance And Cooperation Of The Insured

The additional insured must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

4. Obligations At The Additional Insureds Own Cost

No additional insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to the additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

6. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **1.** and **2.** applies to the additional insured only when such "occurrence", offense, claim or "suit" is known to:

- a. The additional insured that is an individual;
- b. Any partner, if the additional insured is a partnership;
- c. Any manager, if the additional insured is a limited liability company;
- d. Any "executive officer" or insurance manager, if the additional insured is a corporation;
- e. Any trustee, if the additional insured is a trust; or

- f. Any elected or appointed official, if the additional insured is a political subdivision or public entity.

F. Other Insurance

With respect to insurance provided to the additional insured shown in the Schedule, the Other Insurance Condition **Section IV - Conditions** is replaced by the following:

1. Primary Insurance

a. Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **3.** below.

b. Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **a.** and **b.** do not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in paragraph **2.** below.

2. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

a. Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

b. Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

c. Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

d. Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance

or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**;

e. Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I - Coverage A - Bodily Injury And Property Damage Liability**; or

f. When You Are Added As An Additional Insured To Other Insurance

That is any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- a.** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- b.** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

3. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT OR AGREEMENT - OPTION II

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) or Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above with whom you agreed in a written contract or written agreement to provide insurance such as is afforded under this policy, but only to the extent that such person or organization is liable for "bodily injury", "property damage" or "personal and advertising injury" caused by:

1. Your acts or omissions or the acts or omissions of those acting on your behalf:
 - a. In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
 - b. In connection with your premises owned by or rented to you and shown in the Schedule; or
 - c. In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:

(1) The written contract or agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and

(2) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

2. The acts or omissions of the additional insured in connection with their general supervision of your operations at the projects or locations designated in the Schedule.

B. The insurance afforded to these additional insureds applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
2. Subsequent to the execution of such written contract or written agreement; and

3. Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

C. With respect to the insurance afforded to these additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering or surveying services by or for you, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; and
2. Supervisory, inspection, architectural or engineering activities.

D. How Limits Apply To Additional Insureds

The most we will pay on behalf of the additional insured shown in the Schedule is the lesser of:

1. The limits of insurance specified in the written contract or written agreement; or
2. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

E. Duties Of Additional Insureds In The Event Of Occurrence, Offense, Claim Or Suit

The Duties Condition in **Section IV - Conditions** is replaced by the following and applies to the additional insured shown in the Schedule:

1. Notice Of Occurrence Or Offense

The additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- a. How, when and where the "occurrence" or offense took place;
- b. The names and addresses of any injured persons and witnesses; and
- c. The nature and location of any injury or damage arising out of the "occurrence" or offense.

2. Notice Of Claim

If a claim is made or "suit" is brought against the additional insured, the additional insured must:

- a. Immediately record the specifics of the claim or "suit" and the date received; and

- b. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. Assistance And Cooperation Of The Insured

The additional insured must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

4. Obligations At The Additional Insureds Own Cost

No additional insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to the additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

6. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs 1. and 2. applies to the additional insured only when such "occurrence", offense, claim or "suit" is known to:

- a. The additional insured that is an individual;
- b. Any partner, if the additional insured is a partnership;
- c. Any manager, if the additional insured is a limited liability company;
- d. Any "executive officer" or insurance manager, if the additional insured is a corporation;

- e. Any trustee, if the additional insured is a trust; or
- f. Any elected or appointed official, if the additional insured is a political subdivision or public entity.

F. Other Insurance

With respect to insurance provided to the additional insured shown in the Schedule, the Other Insurance Condition **Section IV - Conditions** is replaced by the following:

1. Primary Insurance

a. Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **3.** below.

b. Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **a.** and **b.** do not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in paragraph **2.** below.

2. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

a. Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

b. Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

c. Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

d. Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to

the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**;

e. Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I - Coverage A - Bodily Injury And Property Damage Liability**; or

f. When You Are Added As An Additional Insured To Other Insurance

That is any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- a.** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- b.** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

3. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT OR AGREEMENT - OPTION III

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) or Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above with whom you agreed in a written contract or written agreement to provide insurance such as is afforded under this policy, but only to the extent that such person or organization is liable for "bodily injury", "property damage" or "personal and advertising injury" caused by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
 2. In connection with your premises owned by or rented to you and shown in the Schedule; or
 3. In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:
 - a. The written contract or agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
 - b. This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- B.** The insurance afforded to these additional insureds applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:
1. During the policy period; and
 2. Subsequent to the execution of such written contract or written agreement; and
 3. Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

- C. With respect to the insurance afforded to these additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering or surveying services by or for you, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; and
2. Supervisory, inspection, architectural or engineering activities.

D. How Limits Apply To Additional Insureds

The most we will pay on behalf of the additional insured shown in the Schedule is the lesser of:

1. The limits of insurance specified in the written contract or written agreement; or
2. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

E. Duties Of Additional Insureds In The Event Of Occurrence, Offense, Claim Or Suit

The Duties Condition in **Section IV - Conditions** is replaced by the following and applies to the additional insured shown in the Schedule:

1. Notice Of Occurrence Or Offense

The additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- a. How, when and where the "occurrence" or offense took place;
- b. The names and addresses of any injured persons and witnesses; and
- c. The nature and location of any injury or damage arising out of the "occurrence" or offense.

2. Notice Of Claim

If a claim is made or "suit" is brought against the additional insured, the additional insured must:

- a. Immediately record the specifics of the claim or "suit" and the date received; and
- b. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. Assistance And Cooperation Of The Insured

The additional insured must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

4. Obligations At The Additional Insureds Own Cost

No additional insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to the additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

6. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs 1. and 2. applies to the additional insured only when such "occurrence", offense, claim or "suit" is known to:

- a. The additional insured that is an individual;
- b. Any partner, if the additional insured is a partnership;
- c. Any manager, if the additional insured is a limited liability company;
- d. Any "executive officer" or insurance manager, if the additional insured is a corporation;
- e. Any trustee, if the additional insured is a trust; or

- f. Any elected or appointed official, if the additional insured is a political subdivision or public entity.

F. Other Insurance

With respect to insurance provided to the additional insured shown in the Schedule, the Other Insurance Condition **Section IV - Conditions** is replaced by the following:

1. Primary Insurance

a. Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **3.** below.

b. Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **a.** and **b.** do not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in paragraph **2.** below.

2. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

a. Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

b. Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

c. Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

d. Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to

the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**;

e. Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I - Coverage A - Bodily Injury And Property Damage Liability**; or

f. When You Are Added As An Additional Insured To Other Insurance

That is any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- a.** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- b.** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

3. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT OR AGREEMENT - OPTION IV

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Designated Project(s) or Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above with whom you agreed in a written contract or written agreement to provide insurance such as is afforded under this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:
1. Your ongoing operations performed for such additional insured at the project(s) or location(s) designated in the Schedule;
 2. Premises owned by or rented to you and shown in the Schedule; or
 3. "Your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:
 - a. The written contract or agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
 - b. This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- B.** The insurance afforded to these additional insureds applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:
1. During the policy period; and
 2. Subsequent to the execution of such written contract or written agreement; and
 3. Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.
- C.** With respect to the insurance afforded to these additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering or surveying services by or for you, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; and
2. Supervisory, inspection, architectural or engineering activities.

D. How Limits Apply To Additional Insureds

The most we will pay on behalf of the additional insured shown in the Schedule is the lesser of:

1. The limits of insurance specified in the written contract or written agreement; or
2. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

E. Duties Of Additional Insureds In The Event Of Occurrence, Offense, Claim Or Suit

The Duties Condition in **Section IV - Conditions** is replaced by the following and applies to the additional insured shown in the Schedule:

1. Notice Of Occurrence Or Offense

The additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- a. How, when and where the "occurrence" or offense took place;
- b. The names and addresses of any injured persons and witnesses; and
- c. The nature and location of any injury or damage arising out of the "occurrence" or offense.

2. Notice Of Claim

If a claim is made or "suit" is brought against the additional insured, the additional insured must:

- a. Immediately record the specifics of the claim or "suit" and the date received; and
- b. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. Assistance And Cooperation Of The Insured

The additional insured must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

4. Obligations At The Additional Insureds Own Cost

No additional insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to the additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

6. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs 1. and 2. applies to the additional insured only when such "occurrence", offense, claim or "suit" is known to:

- a. The additional insured that is an individual;
- b. Any partner, if the additional insured is a partnership;
- c. Any manager, if the additional insured is a limited liability company;
- d. Any "executive officer" or insurance manager, if the additional insured is a corporation;
- e. Any trustee, if the additional insured is a trust; or
- f. Any elected or appointed official, if the additional insured is a political subdivision or public entity.

F. Other Insurance

With respect to insurance provided to the additional insured shown in the Schedule, the Other Insurance Condition **Section IV - Conditions** is replaced by the following:

1. Primary Insurance

a. Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **3.** below.

b. Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **a.** and **b.** do not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in paragraph **2.** below.

2. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

a. Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

b. Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

c. Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

d. Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**;

e. Property Damage to Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I - Coverage A - Bodily Injury And Property Damage Liability**; or

f. When You Are Added As An Additional Insured To Other Insurance

That is any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

b. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

3. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PER LOCATION - AMENDMENT OF GENERAL AGGREGATE SUBJECT TO MAXIMUM ANNUAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF INSURANCE:

The Limits of Insurance shown in the Declarations are amended by the following:

The Limits of Insurance, subject to all the terms of this policy that apply, are:

Each Occurrence Limit	\$	See Declarations Page
Personal and Advertising Injury Limit	\$	See Declarations Page
Damage to Premises Rented to You – Any One Premises	\$	See Declarations Page
Medical Expense Limit - Any One Person	\$	See Declarations Page
General Aggregate Limit	\$	
Location General Aggregate Limit	\$	
Maximum Annual Aggregate Limit	\$	
Products-Completed Operations Aggregate Limit	\$	See Declarations Page

In return for the payment of the premium when due and subject to all the terms of the Commercial General Liability Coverage Part not expressly modified herein, we agree with you as follows:

A. The LIMITS OF INSURANCE (SECTION III) is deleted in its entirety and replaced with the following:

1. The Most We Will Pay

The Limits of Insurance shown in the above Schedule and the rules below fix the most we will pay regardless of the number of:

- Insureds;
- Claims made or "suits" brought; or
- Persons or organizations making claims or bringing "suits".

2. Maximum Annual Aggregate

The Maximum Annual Aggregate Limit is the most we will pay for the sum of:

- Damages under the General Aggregate Limit; and
- Damages under any one or more Location General Aggregate Limit(s), as described in paragraph 4. below.

3. General Aggregate Limit

Subject to 2. above, the General Aggregate Limit is the most we will pay for the sum of:

- Damages under **Coverage B Personal and Advertising Injury Liability**; and

- b. Damages under **Coverage C Medical Payments, and Coverage A Bodily Injury and Property Damage Liability**, with the following exceptions:

- (1) "Bodily injury" or "property damage" included in the "products-completed operations hazard"; or
- (2) "Bodily injury" or "property damage" attributed solely to ongoing operations at a single "location";

- c. "Property damage" included as **Damage to Premises Rented to You**.

4. Location General Aggregate Limit

Subject to 2. above:

- a. A separate Location General Aggregate Limit applies to each single "location", in lieu of and not in addition to, the General Aggregate. Such Location General Aggregate is the most we will pay for all damages under **Coverage A Bodily Injury and Property Damage Liability**, or **Coverage C Medical Payments**, with the following exceptions:

- (1) "Bodily injury" or "property damage" included in the "products-completed operations hazard"; or
- (2) "Property damage" included in the Damage to Premises Rented to You coverage; or
- (3) "Bodily injury", "property damage", or medical expenses under **Coverage C**, which cannot be attributed solely to the ongoing operations at a single "location". Such damages will erode the General Aggregate Limit as provided in paragraph 3. above.

- b. The Location General Aggregate Limit:

- (1) Applies only to "occurrences" attributed solely to ongoing operations at a single "location"; and
- (2) Does not include damages for **Coverage B Personal and Advertising Injury Liability**, no matter where or in how many "locations" the offense or offenses may be committed. Such damages will erode the General Aggregate Limit as provided in paragraph 3. above.

- c. Any payments made under this paragraph 4., for damages for "bodily injury", "property damage", or medical expenses under Coverage C, shall reduce the Maximum Annual Aggregate Limit and the Location

General Aggregate for that "location". Such payments shall not reduce the General Aggregate Limit or the Products-Completed Operations Aggregate Limit nor shall they reduce any other Location General Aggregate Limit.

5. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

6. Personal And Advertising Injury Limit

Subject to 3. above, the Personal and Advertising Injury Limit is the most we will pay under **Coverage B Personal and Advertising Injury Liability** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

7. Occurrence Limit

Subject to 3., 4., or 5. above, whichever applies, the Each Occurrence Limit is the most we will pay for damages under "bodily injury" or "property damage" arising out of any one "occurrence".

8. Damage To Premises Rented To You Limit

Subject to 7. above, the Damage to Premises Rented to You Limit is the most we will pay for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented to You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

The Damage to Premises Rented to You Coverage is not subject to any Location General Aggregate Limit, but will erode the General Aggregate Limit.

9. Medical Expense Limit

Subject to 3. or 4. above, whichever applies, the Medical Expense Any One Person Limit is the most we will pay under **Coverage C Medical Payments** for all medical expenses because of "bodily injury" sustained by any one person.

Such Medical Payments Coverage is subject to either the Location General Aggregate Limit or

the General Aggregate Limit as provided in paragraphs 3. or 4. above.

10. How Limits Apply When To Additional Insureds

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (1) The limits of insurance specified in the written contract or written agreement; or
- (2) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

11. If More Than One Limit of Insurance Applies

If more than one limit of insurance under this Coverage Part and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Coverage Part and such endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit".

However, this paragraph 11. does not apply to the Medical Expense Limit for Coverage C.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

- B.** For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right of way of a railroad.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Paragraph 4., the **Other Insurance** Condition (**Section IV – Commercial General Liability Conditions**), is replaced by the following:**

4. Other Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, except when purchased specifically to apply in excess of this insurance.

If this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

If this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- a.** The total amount that all such other insurance would pay for damages in the absence of this insurance; and
- b.** The total of all deductible and self-insured amounts under all that other insurance.

- B. Paragraph 2.e. of **Section IV – Commercial General Liability Conditions** is replaced by the following:**

e. Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COVERAGE - LIMITED EXTENDED REPORTING PERIODS - ARKANSAS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART (CLAIMS-MADE)

SCHEDULE

A. LIMITED SUPPLEMENTAL EXTENDED REPORTING PERIOD (Enter number of years)

_____ Year(s)

B. AGGREGATE LIMITS OPTIONS (Select only one option)

☐ WITHOUT Supplemental Aggregate Limits

☐ WITH Supplemental Aggregate Limits For The Limited Supplemental Extended Reporting Period

APPLICATION OF ENDORSEMENT: If no period of time in years is entered in Item **A.** of the Schedule under Limited Supplemental Extended Reporting Period in Item **B.** of the Schedule, the supplemental reporting period lasts for one (1) year. If no Aggregate Limits Option is selected in the Schedule, then Supplemental Aggregate Limits are not provided.

Section V – Extended Reporting Periods is replaced by the following:

SECTION V – EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:

a. This Coverage Part is canceled or not renewed; or

b. We renew or replace this Coverage Part with insurance that:

(1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or

(2) Does not apply to "bodily injury", "property damage" or "personal and advertising injury" on a claims-made basis.

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for:

a. "Bodily injury" or "property damage" that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations; or

b. "Personal and advertising injury" caused by an offense committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be canceled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:

a. Sixty days with respect to claims because of "bodily injury" and "property damage" arising out of an "occurrence" reported to us, not later than 60 days after the end of the policy period, in accordance with Paragraph 2.a. of the Section IV – Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition; and

- b. Sixty days with respect to claims because of "personal and advertising injury" arising out of an offense reported to us, not later than 60 days after the end of the policy period, in accordance with Paragraph 2.a. of the Section IV – Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

- 4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
- 5. A Limited Supplemental Extended Reporting Period will be offered, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph 3. above ends and lasts for one year.

The Limited Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates in effect at the inception date of the policy period. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of damages; and
- d. Other related factors.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Limited Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Limited Supplemental Extended Reporting Period starts.

- 6. The following provision applies only if the Limited Supplemental Extended Reporting Period is in effect:

- a. If the Option WITHOUT Supplemental Aggregate Limits is selected in the schedule, then the Limited Supplemental Extended Reporting Period does not reinstate or increase the Limits of Insurance.
- b. If the Option WITH Supplemental Aggregate Limits For The Limited Supplemental Extended Reporting Period is selected in the schedule, then we will provide the Supplemental Aggregate Limits of insurance described below, but only for claims first received and recorded during the Limited Supplemental Extended Reporting Period.

The Supplemental Aggregate Limit of insurance, for the General Aggregate and the Products-Completed Operations, will be the greater of the remaining dollar amount of the Aggregate Limit shown in the Declarations of the expiring policy or 50% of the dollar amount of the Aggregate Limit of insurance at policy inception.

Paragraphs 2. and 3. of Section III – Limits Of Insurance will be amended accordingly. The Personal and Advertising Injury Limit, the Each Occurrence Limit and the Damage To Premises Rented To You Limit shown in the Declarations will then continue to apply, as set forth in Paragraphs 4., 5. and 6. of that Section.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COVERAGE - LIMITED EXTENDED REPORTING PERIODS - ARKANSAS

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS COVERAGE FORM (CLAIMS-MADE VERSION)

SCHEDULE

A. LIMITED SUPPLEMENTAL EXTENDED REPORTING PERIOD (Enter number of years)

_____ Year(s)

B. AGGREGATE LIMITS OPTIONS (Select only one option)

☐ WITHOUT A Supplemental Aggregate Limit

☐ WITH A Supplemental Aggregate Limit For The Limited Supplemental Extended Reporting Period

APPLICATION OF ENDORSEMENT: If no period of time in years is entered in Item **A.** of the Schedule under Limited Supplemental Extended Reporting Period in Item **B.** of the Schedule, the supplemental reporting period lasts for one (1) year. If no Aggregate Limits Option is selected in the Schedule, then Supplemental Aggregate Limits are not provided.

Section V – Extended Reporting Periods is replaced by the following:

SECTION V – EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is canceled or not renewed; or
 - b. We renew or replace this Coverage Part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - (2) Does not apply to "bodily injury" or "property damage" on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for "bodily injury" or "property damage" that occurs before the

end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be canceled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for sixty days with respect to claims because of "bodily injury" and "property damage" arising out of an "occurrence" reported to us no later than sixty days after the end of the policy period, in accordance with Paragraph **2.a.** of the Section **IV – Duties In The Event Of Occurrence, Claim Or Suit Condition**; and

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
5. A Limited Supplemental Extended Reporting Period will be offered, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph 3. above ends and lasts for the period of time shown in the Schedule.

The Limited Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates in effect at the inception of the policy period. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of damages; and
- d. Other related factors.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Limited Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Limited Supplemental Extended Reporting Period starts.

6. The following provision applies only if the Limited Supplemental Extended Reporting Period is in effect:

- a. If the Option WITHOUT Supplemental Aggregate Limits is selected in the Schedule, then the Limited Supplemental Extended Reporting Period does not reinstate or increase the Limits Of Insurance.
- b. If the Option WITH A Supplemental Aggregate Limit For The Limited Supplemental Extended Reporting Period is selected in the Schedule, then we will provide the Supplemental Aggregate Limit of insurance described below, but only for claims first received and recorded during the Limited Supplemental Extended Reporting Period.

The Supplemental Aggregate Limit of insurance will be the greater of the remaining dollar amount of the Aggregate Limit shown in the Declarations of the expiring policy or 50% of the dollar amount of the Aggregate Limit of insurance at policy inception.

Paragraphs 2. of **Section III – Limits Of Insurance** will be amended accordingly. The Each Occurrence Limit shown in the Declarations will then continue to apply, as set forth in Paragraph 3. of that Section.

<i>SERFF Tracking Number:</i>	<i>HART-125787796</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Hartford Casualty Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>FF.13.001.2008.03</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>General Liability</i>		
<i>Project Name/Number:</i>	<i>2008 Miscellaneous Forms/FF.13.001.2008.03</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: HART-125787796 State: Arkansas
First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: FF.13.001.2008.03
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: General Liability
Project Name/Number: 2008 Miscellaneous Forms/FF.13.001.2008.03

Supporting Document Schedules

Review Status:
Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Approved** 10/22/2008

Comments:

Attached is the NAIC Property & Casualty Transmittal Document and the Form Filing Schedule.

Attachments:

AR PC-TD-1 forms.pdf

AR FFS-1.pdf

Review Status:
Satisfied -Name: Explanatory Memorandum **Approved** 10/22/2008

Comments:

Attached is the Explanatory Memorandum.

Attachment:

AR 2008 Misc GL Forms EM.pdf

Review Status:
Satisfied -Name: Response to Objection Letter Dated
09-30-2008 **Approved** 10/22/2008

Comments:

Attachment:

AR 2008 Misc GL Forms SEM FF13001200803 101408.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
Hartford Financial Services Group	00914

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Hartford Fire Ins. Co.	Connecticut	00914-19682	06-0383750	
Hartford Accident & Indemnity Co.	Connecticut	00914-22357	06-0383030	
Hartford Casualty Ins.Co.	Indiana	00914-29424	06-0294398	
Hartford Underwriters Ins. Co.	Connecticut	00914-30104	06-1222527	
Twin City Fire Ins.Co.	Indiana	00914-29459	06-0732738	
Hartford Ins. Co. of the Midwest	Indiana	00914-37478	06-1008026	
Property & Casualty Ins. Co. of Hartford	Indiana	00914-34690	06-1276326	

5. Company Tracking Number	FF.13.001.2008.03
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Mary M. Welch	Consultant			mmwelch
	Hartford Plaza, Hartford, CT 06115		860-547-4155	860-547-3838	@TheHartford.com
7.	Signature of authorized filer		<i>Mary M. Welch</i>		
8.	Please print name of authorized filer		Mary M. Welch		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17 - Other Liability
10. Sub-Type of Insurance (Sub-TOI)	17.0001
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	General Liability
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 12/6/08 Renewal: 12/6/08
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	8/26/08
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

ARKANSAS

20.	This filing transmittal is part of Company Tracking #	FF.13.001.2008.03
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Miscellaneous new and revised forms.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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Check #: EFT Processed
Amount: \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		FF.13.001.2008.03		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Exclusion - Auto, ATV and Motorcycle Racing, Stunting and Sponsorship	HC 22 04 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Absolute Pollution Exclusion	HC 23 07 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Absolute Pollution Exclusion	HC 23 82 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Exclusion - Unnamed Subsidiary	HC 23 85 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Exclusion - Designated Entities	HC 23 86 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Amendment - Definition of Insured Cotractor	HC 24 92 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Additional Insured - Designated Person or Organization	HS 20 03 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Limitation of Coverage - Definition of Employee	HS 21 99 12 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Exclusion - Programming Services	HS 23 02 12 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Exclusion - Designated Contract	HS 23 03 12 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		FF.13.001.2008.03		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Limitation - Newly Acquired Or Formed Organization	HS 23 05 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Exclusion - Aircraft Products With Limited Exception For Designated Products	HS 24 95 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Limited Exception - All Premises Operations and Products Completed-Operations in Connection With a Consolidated Insurance (Wrap Up) Program	HS 24 96 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Per Project - Amendment of General Aggregate Subject to Maximum Annual Aggregate Limit	HS 25 41 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Per Location and Per Project - Amendment of General Aggregate Subject to Maximum Annual Aggregate Limit	HS 25 42 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Amendment of Aggregate (General Aggregate Only)	HS 25 43 12 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Amendment - Other Insurance Condition	HS 25 44 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Interim Audit Condition	HS 99 57 12 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Fellow Employee Suits	HC 04 03 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HC 04 03 06 05	
10	Building Cleaning and Maintenance Contractors - Franchisees As Named Insureds	HC 20 04 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HC 20 04 10 04	

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

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1.	This filing transmittal is part of Company Tracking #		FF.13.001.2008.03		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Additional Named Insured	HC 20 31 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HS 20 31 06 05	
02	Exclusion - Exposures Not Contemplated in Classification (Real Estate Development Property)	HC 21 10 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HC 21 10 07 98	
03	Exclusion - Fungi, Bacteria and Viruses	HC 21 90 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HC 21 90 09 01	
04	Exclusion - Designated Entities	HC 21 94 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HC 21 94 06 05	
05	Fungi, Bacteria and Viruses Limited Exception	HC 22 32 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HC 22 32 09 01	
06	Exclusion - Setting of Standards, Warnings, Licenses or Certification	HC 22 26 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HC 22 26 06 05	
07	Building Cleaning and Maintenance Contractors General Liability Broad Form Endorsement	HC 26 38 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HC 26 39 10 04	
08	Products-Completed Operations Liability Coverage Form	HG 00 37 02 06	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HG 00 37 06 05	
09	Products-Completed Operations Liability Coverage Form - Claims Made	HG 00 38 02 06	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HG 00 38 06 05	
10	Prior Acts	HS 04 19 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HS 04 19 04 95	

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		FF.13.001.2008.03		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Policy Changes	HS 12 02 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HS 12 02 06 05	
02	Batch Clause Endorsement	HS 24 06 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HS 24 06 01 88	
03	Fellow Employee Suits - Supervisor Or Higher Positions	HS 24 14 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HS 24 14 04 03	
04	Additional Insured By Contract or Agreement - Option I	HS 24 80 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HS 24 80 06 05	
05	Additional Insured By Contract or Agreement - Option II	HS 24 81 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HS 24 81 06 05	
06	Additional Insured By Contract or Agreement - Option III	HS 24 82 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HS 24 82 06 05	
07	Additional Insured By Contract or Agreement - Option IV	HS 24 83 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HS 24 83 06 05	
08	Per Location - Amendment of General Aggregate Subject to Maximum Annual Aggregate Limit	HS 25 30 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HS 25 30 06 05	
09	Amendment Other Insurance condition	HS 25 32 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HS 25 32 06 05	
10	Amendment of Coverage - Limited Extended Reporting Periods - Arkansas	HS 37 06 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HS 37 06 06 05	

**EXPLANATORY MEMORANDUM
ARKANSAS
Miscellaneous General Liability Forms
FF.13.001.2008.03**

Our filing consists of the following:

New forms

HC 22 04 06 08, Exclusion – Auto, ATV and Motorcycle Racing, Stunting and Sponsorship

This form excludes auto, ATV and motorcycle racing, stunting and sponsorship activities. Form will amend our independently filed General Liability & Excess CGL coverage forms. The form will be used when the underwriter does not wish to assume these exposures.

HC 23 07 06 08, Absolute Pollution Exclusion

This form amends exclusion f. Pollution of the ISO coverage form CG 00 35, ISO Railroad Protective Liability Coverage Form – This is an optional endorsement.

HC 23 82 06 08, Absolute Pollution Exclusion

This form replaces exclusion j. Pollution with an absolute pollution exclusion. It amends the ISO coverage form CG 00 09, Owners And Contractors Protective Liability Coverage Form – Coverage For Operations Of Designated Contractors. This is an optional endorsement.

HC 23 85 06 08, Exclusion – Unnamed Subsidiary

This form excludes the blanket coverage for unnamed subsidiaries as found in the policy. Form will amend our independently filed General Liability and Products/Completed Operations coverage forms. Optional endorsement.

HC 23 86 06 08, Exclusion – Designated Entities

This form can be used to exclude scheduled entities that would otherwise be insureds. This form provides more underwriting options when dealing with complex organizations. For scheduled entities, the Newly Acquired Or Formed Organizations provision does not apply. Form will amend our independently filed Products/Completed Operations Occurrence and Claims Made coverage forms and Excess Products/Completed Operations coverage forms. Optional endorsement.

HC 24 92 06 08, Amendment -Definition of Insured Contract

This form broadens the definition of "insured contract" by deleting the provision requiring the damages be caused in whole or in part by the insured or those acting on behalf of the insured. Form will amend our independently filed General Liability & Excess CGL coverage forms. Optional endorsement.

HS 20 03 06 08, Additional Insured – Designated Person Or Organization

This form amends Who Is An Insured to include the person or organization shown in the Schedule. Form will amend our independently filed Products/Completed Operations Occurrence and Claims Made coverage forms and Excess Products/Completed Operations coverage forms. Optional endorsement.

HS 21 99 12 07, Limitation of Coverage – Definition of Employee

This form removes "leased workers" from the definition of "employee". Form will amend our independently filed General Liability and Products/Completed Operations & Excess CGL and Excess Products/Completed Operations coverage forms. Optional endorsement.

HS 23 02 12 07, Exclusion – Programming Services

This form excludes "personal and advertising injury" that arises out of providing or failure to provide services in connection with the selling, licensing, franchising, furnishing, design of or writing code for the insured's computer software. Also excludes programming liability to others such as modifying existing software or involving leasing or loaning arrangements. Form will amend our independently filed General Liability & Excess CGL coverage forms. Optional endorsement.

HS 23 03 12 07, Exclusion – Designated Contract

This form excludes contractual liability for designated contracts. Form will amend our independently filed General Liability & Excess CGL coverage forms. Optional endorsement.

HS 23 05 06 08, Limitation - Newly Acquired Or Formed Organization

This form amends the number of days from 180 days to 90 days in the Newly Acquired Or Formed Organization provision under Section II - Who Is An Insured. This form provides more underwriting options when dealing with complex organizations. Form will amend our independently filed General Liability Occurrence coverage form. Optional endorsement.

HS 24 95 06 08, Exclusion – Aircraft Products With Limited Exception For Designated Products

This form grants a limited exception for "aircraft products" listed within the endorsement. In all other respects it is the same as our previously filed absolute Aircraft Products Exclusion HS 21 50. Form will amend our independently filed General Liability Occurrence & Excess CGL coverage forms. Optional endorsement.

HS 24 96 06 08, Limited Exception – All Premises Operations And Products Completed-Operations In Connection With A Consolidated Insurance (Wrap-Up) Program

This form excludes any injury or damage arising out of operations subject to a consolidated insurance (wrap-up) program. The exclusion does not apply to bodily injury or property damage, including bodily injury or property damage included within the products-completed operations hazard if all coverage available to the insured for the products-completed operations hazard in the consolidated insurance program is exhausted or no longer in effect. Form will amend our independently filed Commercial General Liability coverage form. Optional endorsement.

Rate Impact: A rule is being submitted separately.

HS 25 41 06 08, Per Project - Amendment Of General Aggregate Subject to Maximum Annual Aggregate Limit

This form provides a Per Project General Aggregate Limit that is subject to a Maximum Annual Aggregate Limit. This form provides more underwriting options when dealing risks that request a per project aggregate limits with multiple projects presented by the risk. Form will amend our independently filed Commercial General Liability coverage form. Optional endorsement.

Rate Impact: A rule is being submitted separately.

HS 25 42 06 08, Per Location and Per Project - Amendment Of General Aggregate Subject to Maximum Annual Aggregate Limit

This form provides a per Location General Aggregate Limit and, when required by written contract, a separate Per Project General Aggregate, that are both subject to a Maximum Annual Aggregate Limit. This form provides more underwriting options when dealing with risks that are involved in multiple projects and multiple locations and request both per location and per project aggregate limits. Form will amend our independently filed Commercial General Liability Occurrence coverage form. Optional endorsement.

Rate Impact: A rule is being submitted separately.

HS 25 43 12 07, Amendment of Aggregate (General Aggregate Only)

This form amends the limits of liability to eliminate the separate products/completed operations aggregate and make products/completed operations subject to the general aggregate. This form provides more underwriting options when dealing with complex or high hazard products risks. Form will amend our independently filed Commercial General Liability Occurrence coverage form. Optional endorsement.

HS 25 44 06 08, Amendment - Other Insurance Condition

This form amends the coverage provided in the Other Insurance condition from primary to excess over any other insurance. Form will amend our independently filed Products/Completed Operations Occurrence and Claims Made coverage forms. Optional endorsement.

HS 99 57 12 07, Interim Audit Condition

This form is used whenever the premium is based on estimated exposures. Form will amend our independently filed General Liability, Products/Completed Operations & Excess CGL and Excess Products/Completed Operations coverage forms.

Revised Forms

HC 04 03 12 07, Fellow Employee Suits

Replaces HC 04 03 06 05

This form deletes the fellow employee exclusion with respect to bodily injury. It has been updated to reflect current policy provisions with respect to Who Is An Insured. Form will amend our independently filed Commercial General Liability Occurrence, & Excess CGL coverage forms.

HC 20 04 06 08, Building Cleaning And Maintenance Contractors – Franchisees As Named Insureds

Replaces HC 20 04 10 04, Building Cleaning and Maintenance Contractors - Limited Additional Insured Status - Your Franchisees Who Perform Building Cleaning and maintenance Services

This endorsement has been totally rewritten to provide named insured status to qualifying franchisees in place of the additional insured status provided by the previous version. This results in broader coverage for the franchisee that chooses to accept the franchisor sponsored insurance.

Rate Impact: This change broadens coverage at no change in rate.

HC 20 31 06 08, Additional Named Insured

Replaces HS 20 31 06 05

Editorial change only. Trigger box amended to include Owners And Contractors Protective Liability Coverage Part.

HC 21 10 06 08, Exclusion - Exposures Not Contemplated in Classification (Real Estate Development Property)

Replaces HC 21 10 07 98

We have revised the form to delete the word "new" in three places where it was inappropriate. There is no change in coverage intent. Editorial change only.

HC 21 90 06 08, Exclusion – Fungi, Bacteria And Viruses

Replaces HC 21 90 09 01

We have revised the "trigger box" of amended forms to eliminate reference to Coverage Forms and Coverage Parts that we either do not wish to have this exclusion apply to, or because we would not use this endorsement to modify that particular form. The change is editorial. It would represent a technical broadening of coverage if an insured that has this endorsement on their policy happens to have a Coverage Form or Coverage Part included that is no longer triggered by this exclusion.

HC 21 94 06 08, Exclusion - Designated Entities

Replaces HC 21 94 06 05

This endorsement has been revised because the current 0605 edition does not fit the provisions of the Products/Completed Operations Liability Coverage Part. In addition to deleting Products/Completed Operations Liability Coverage Part from the trigger box, the form has been revised so that "bodily injury", "property damage" and "personal and advertising injury" are enumerated. (See new form HC 23 86 for the Exclusion - Designated Entities applicable to Products/Completed Operations Liability Coverage Part.) Form will amend our independently filed Commercial General Liability Occurrence, & Excess CGL coverage forms.

HC 22 32 06 08, Fungi, Bacteria And Viruses Limited Exception

Replaces HC 22 32 09 01

We have revised the "trigger box" of amended forms to eliminate reference to Coverage Forms and Coverage Parts that we either do not wish to have this exclusion apply to, or because we would not use this endorsement to modify that particular form. We have also made an editorial change in paragraph 1. to make more specific references to "bodily injury", "property damage" and "personal and advertising injury". The change is editorial. It would represent a technical broadening of coverage if an insured that has this endorsement on their policy happens to have a Coverage Form or Coverage Part included that is no longer triggered by this exclusion.

HC 22 26 06 08, Exclusion – Setting Of Standards, Warnings, Licenses Or Certification

Replaces HC 22 26 06 05

We deleted the comma after the word "Performing" in paragraph 7. Editorial change only.

HC 26 39 06 08 Building Cleaning And Maintenance Contractors General Liability Broad Form Endorsement

Replaces HC 26 39 10 04

This endorsement has been revised to reflect changes in paragraph A., B. and C.

We deleted the word "additional" from the second subparagraph in paragraph A. **Lost Key Coverage.**

This editorial change has no impact on the coverage.

In paragraph **B. Property In Your Car Custody Or Control** we revised the Lost Key exclusion so that it applies only to the expenses covered under **A. Lost Key Coverage**. This exclusion was not intended to apply to theft by those who used stolen keys for access. Under some circumstances this changes broadens coverage.

In paragraph **C. Theft Of Customer Property Coverage (Legal Liability)** we revised the Lost Key exclusion so that it applies only to the expenses covered under **A. Lost Key Coverage**. We also deleted the Care Custody or Control exclusion. This exclusion was not intended to apply to theft of property while in the care, custody or control of the insured. We rely on the definition of "property damage" used in this coverage grant. Under some loss circumstances, this revision broadens coverage.

Rate Impact: No change to currently filed and approved rule.

HG 00 37 02 06, Products-Completed Operations Liability Coverage Form

Replaces HG 00 37 06 05

Editorial change only. Our 06 05 edition of this policy form omitted, in error, the defined term "pollutants". Accordingly, we have added the definition of "pollutants" (definition 13.) to the policy form. There are no other changes.

HG 00 38 02 06, Products-Completed Operations Liability Coverage Form - Claims Made

Replaces HG 00 38 06 05

Editorial change only. Our 06 05 edition of this policy form omitted, in error, the defined term "pollutants". Accordingly, we have added the definition of "pollutants" (definition 13.) to the policy form. There are no other changes.

HS 04 19 06 08, Prior Acts

Replaces HS 04 19 04 95

This form has been revised to so that "bodily injury", "property damage" and "personal and advertising injury" are enumerated as a covered occurrence or a covered offense. There is no change in intent from the 04 95 edition.

HS 12 02 06 08, Policy Changes

Replaces HS 12 02 06 05

The form has been revised to add Products-Completed Operations Liability Coverage, Owners And Contractors Protective Liability Coverage and Railroad Protective Liability Coverage to the trigger box. Editorial change only. No change in intent. This form allows miscellaneous changes to the policy that do change the terms and conditions of the coverage.

HS 24 06 06 08, Batch Clause Endorsement

Replaces HS 24 06 01 88

Editorial change only. The word "good" has been changed to goods.

HS 24 14 06 08, Fellow Employee Suits – Supervisor Or Higher Positions

Replaces HS 24 14 04 03

Editorial change only. In Item 2. the reference to paragraph **3.a** has been changed to **4.a** in order to correctly reference the applicable paragraph in the policy. Form amends our independently filed General Liability Occurrence coverage form.

HS 24 80 06 08, Additional Insured By Contract or Agreement - Option I

Replaces HS 24 80 06 05

We have revised paragraph B. of this forms to restate the duration of the coverage with respect to the scheduled project or location of covered operations. There is no change in intent from the current 0605 edition of this form. Form amends our independently filed General Liability coverage form. .
Rate Impact: No change to the currently filed and approved rule.

HS 24 81 06 08 Additional Insured By Contract or Agreement - Option II

Replaces HS 24 81 06 05

As with HS 24 80 shown above, we have revised paragraph B. of this forms to restate the duration of the coverage with respect to the scheduled project or location of covered operations. There is no change in intent from the current 0605 edition of this form. Form amends our independently filed General Liability coverage form.
Rate Impact: No change to the currently filed and approved rule.

HS 24 82 06 08, Additional Insured By Contract or Agreement - Option III Replaces HS 24 82 06 05

As with HS 24 80 shown above, we have revised paragraph B. of this forms to restate the duration of the coverage with respect to the scheduled project or location of covered operations. There is no change in intent from the current 0605 edition of this form. Form amends our independently filed General Liability coverage form.

Rate Impact: No change to the currently filed and approved rule.

HS 24 83 06 08, Additional Insured By Contract or Agreement - Option IV Replaces HS 24 83 06 05

We have revised paragraph A. of this form to incorporate language consistent with obsolete ISO Additional Insured forms that had permitted or covered the sole negligence of the additional insured. The current 0605 edition of this form HS 24 83 eliminated the potential for covering the sole negligence of the additional insured. The revised **HS 24 83** is intended for those additional insureds who demand the broader coverage. This revision restores language contained in the obsolete ISO Additional Insured form. While in some jurisdictions and under some circumstances this may result in a broadening of coverage, the purpose of this change is to restore our original intent for the use of this form.

As with HS 24 80 shown above, we have revised paragraph B. of this forms to restate the duration of the coverage with respect to the scheduled project or location of covered operations. There is no change in intent from the current 0605 edition of this form.

Form amends our independently filed General Liability coverage form.

Rate Impact: No change to the currently filed and approved rule.

HS 25 30 06 08, Per Location - Amendment Of General Aggregate Subject to Maximum Annual Aggregate Limit Replaces HS 25 30 06 05

We have revised this endorsement to include paragraph 10. entitled How Limits Apply to Additional Insureds. This paragraph is part of the policy Limits of Insurance Section III and it was omitted in error from the 0605 edition. There is no change in intent. This form provides a Per Location General Aggregate Limit that is subject to a Maximum Annual Aggregate Limit. Form amends our independently filed Commercial General Liability Occurrence coverage form.

Rate Impact: A rule is being submitted separately.

HS 25 32 06 08 Amendment Other Insurance Condition Replaces HS 25 32 06 05

This endorsement has been revised to add paragraph B. to this form, which was not a part of the 06 05 edition. This paragraph replaces paragraph 2.e. of the policy condition by removing reference to additional insureds by contract not having to submit claims or "suits" under certain situations. Since the intent of the form is to have all other insurance be excess for all parties, the expectation is that additional insureds submit claims to their own carriers. We have also removed reference to the Products/Completed Operations Liability Coverage Part from the schedule of the endorsement, as a separate version of this form is being filed to address that Coverage Part. (See new form HS 25 44 06 08 included in this submission.) The revised form reinforces our intent that policies with an excess Other Insurance clause are excess for both the Named Insured and for additional insureds. Form amends our independently filed Commercial General Liability Occurrence coverage form.

HS 37 06 06 08, Amendment Of Coverage – Limited Extended Reporting Periods - Arkansas Replaces HS 37 06 06 05

We have revised paragraph 3.a of this endorsement to restate more clearly that the claims must be reported to us. There is no change in intent.

Unless otherwise specified after each form description, there is no rate impact associated with the use of the above forms.

Elizabeth S. Shepard, CPCU
Product Specialist, Middle Market
Hartford Financial Services
8/7/08

ARKANSAS
Supplementary Explanatory Memorandum
Other Liability 2008 Miscellaneous Forms
Our File No.FF.13.001.2008.01Arkansas

Dear Ms. Roberts:

In response to your 8/29/08 and 9/30/08 letters to Ms. Joyce Driscoll, we apologize for the confusion and address your concerns as follows:

1. The exception for "hostile fire" as found in the pollution exclusion applies to any premises, site or location owned, occupied by, rented or loaned to any insured and any premises, site or location on which any insured or any contractors or subcontractors are performing operations. In these Products-Completed Operations policies (HG 00 37 and HG 00 38) we do not cover the premises and operations of the insured. Accordingly, "hostile fire" does not apply.

Our built in total pollution exclusion is similar to ISO endorsement CG 21 98, which applies to the Products-Completed Operations policy form CG 00 38.

2. In our 09/02/08 response to your 08/29/08 letter, we replaced HS 37 01 06 08 with HS 37 06 06 08. This was an incorrect response.

In this response we are replacing Amendment of Coverage – Limited Extended Reporting Periods –Arkansas HS 37 06 06 08 with HS 37 06 10 08. This form applies to Commercial General Liability Coverage. HC 37 01 06 08 is hereby withdrawn from this submission.

We are also including with this submission form Amendment of Coverage – Limited Extended Reporting Periods –Arkansas HS 37 07 10 08 which replaces previously filed HS 37 07 06 05. This endorsement applies to Products Completed Operations Liability Coverage Form.

We have revised both forms to comply with AR code Anno 23-79-306(1-6).

We trust our response has adequately addressed your concerns.

Very truly yours,

Elizabeth S. Shepard, CPCU
Product Specialist, GL Line of Business
AR&PD
860-547-4946
elizabeth.shepard@thehartford.com

SERFF Tracking Number: HART-125787796 State: Arkansas
First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: FF.13.001.2008.03
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: General Liability
Project Name/Number: 2008 Miscellaneous Forms/FF.13.001.2008.03

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Amendment Of Coverage – Limited Extended Reporting Periods - Arkansas	09/02/2008	HS 37 06 06 08.pdf
No original date	Form	Amendment Of Coverage – Limited Extended Reporting Periods	08/27/2008	HS 37 01 06 08.pdf
No original date	Supporting Document	Uniform Transmittal Document- Property & Casualty	08/22/2008	AR PC-TD-1 forms.pdf AR FFS-1.pdf



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COVERAGE - LIMITED EXTENDED REPORTING PERIODS - ARKANSAS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART (CLAIMS-MADE)

SCHEDULE

A. LIMITED SUPPLEMENTAL EXTENDED REPORTING PERIOD (Enter number of years)

_____ Year(s)

B. AGGREGATE LIMITS OPTIONS (Select only one option)

☐ WITHOUT Supplemental Aggregate Limits

☐ WITH Supplemental Aggregate Limits For The Limited Supplemental Extended Reporting Period

APPLICATION OF ENDORSEMENT: If no period of time in years is entered in Item **A.** of the Schedule under Limited Supplemental Extended Reporting Period in Item **B.** of the Schedule, the supplemental reporting period lasts for one (1) year. If no Aggregate Limits Option is selected in the Schedule, then Supplemental Aggregate Limits are not provided.

Section V – Extended Reporting Periods is replaced by the following:

SECTION V – EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is canceled or not renewed; or
 - b. We renew or replace this Coverage Part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - (2) Does not apply to "bodily injury", "property damage" or "personal and advertising injury" on a claims-made basis.

However, the Limited Supplemental Extended Reporting Period, described in Paragraph 5. below, will not apply if cancellation or nonrenewal of this Coverage Part is due to nonpayment of premium.

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for:

- a. "Bodily injury" or "property damage" that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations; or
- b. "Personal and advertising injury" caused by an offense committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be canceled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:
 - a. Sixty days with respect to claims because of "bodily injury" and "property damage" arising out of an "occurrence" reported to us, not later than 60 days after the end of the policy period,

in accordance with Paragraph **2.a.** of the Section **IV** – Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition; and

- b.** Sixty days with respect to claims because of "personal and advertising injury" arising out of an offense reported to us, not later than 60 days after the end of the policy period, in accordance with Paragraph **2.a.** of the Section **IV** – Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

- 4.** The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
- 5.** A Limited Supplemental Extended Reporting Period will be offered, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph **3.** above ends and lasts for one year.

The Limited Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates in effect at the inception date of the policy period. In doing so, we may take into account the following:

- a.** The exposures insured;
- b.** Previous types and amounts of insurance;
- c.** Limits of Insurance available under this Coverage Part for future payment of damages; and
- d.** Other related factors.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Limited Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Limited Supplemental Extended Reporting Period starts.

- 6.** The following provision applies only if the Limited Supplemental Extended Reporting Period is in effect:

- a.** If the Option WITHOUT Supplemental Aggregate Limits is selected in the schedule, then the Limited Supplemental Extended Reporting Period does not reinstate or increase the Limits of Insurance.
- b.** If the Option WITH Supplemental Aggregate Limits For The Limited Supplemental Extended Reporting Period is selected in the schedule, then we will provide the Supplemental Aggregate Limits of insurance described below, but only for claims first received and recorded during the Limited Supplemental Extended Reporting Period.

The Supplemental Aggregate Limits of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for such of the following limits of insurance for which a dollar amount has been entered:

- (1)** General Aggregate Limit;
- (2)** Products-Completed Operations Aggregate Limit.

Paragraphs **2.** and **3.** of Section **III** – Limits Of Insurance will be amended accordingly. The Personal and Advertising Injury Limit, the Each Occurrence Limit and the Damage To Premises Rented To You Limit shown in the Declarations will then continue to apply, as set forth in Paragraphs **4.**, **5.** and **6.** of that Section.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COVERAGE - LIMITED EXTENDED REPORTING PERIODS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART (CLAIMS-MADE)

SCHEDULE

A. LIMITED SUPPLEMENTAL EXTENDED REPORTING PERIOD (Enter number of years)

_____ Year(s)

B. AGGREGATE LIMITS OPTIONS (Select only one option)

☐ WITHOUT Supplemental Aggregate Limits

☐ WITH Supplemental Aggregate Limits For The Limited Supplemental Extended Reporting Period

APPLICATION OF ENDORSEMENT: If no period of time in years is entered in Item **A.** of the Schedule under Limited Supplemental Extended Reporting Period in Item **B.** of the Schedule, the supplemental reporting period lasts for one (1) year. If no Aggregate Limits Option is selected in the Schedule, then Supplemental Aggregate Limits are not provided.

Section V – Extended Reporting Periods is replaced by the following:

Section V – Limited Extended Reporting Periods

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is canceled or not renewed; or
 - b. We renew or replace this Coverage Part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - (2) Does not apply to "bodily injury", "property damage" or "personal and advertising injury" on a claims-made basis.

However, the Limited Supplemental Extended Reporting Period, described in Paragraph **5.** below, will not apply if cancellation or nonrenewal of this Coverage Part is due to nonpayment of premium.

2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for:

- a. "Bodily injury" or "property damage" that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations; or
- b. "Personal and advertising injury" caused by an offense committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be canceled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:
 - a. Sixty days with respect to claims because of "bodily injury" and "property damage" arising out of an "occurrence" reported to us, not later than 60 days after the end of the policy period, in accordance with Paragraph **2.a.** of

the Section **IV** – Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition; and

- b.** Sixty days with respect to claims because of "personal and advertising" arising out of an offense reported to us, not later than 60 days after the end of the policy, in accordance with Paragraph **2.a.** of the Section **IV** – Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition.

The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.

- 4.** The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
- 5.** A Limited Supplemental Extended Reporting Period is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph **3.** above ends and lasts for the period of time shown in the schedule.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Limited Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a.** The exposures insured;
- b.** Previous types and amounts of insurance;
- c.** Limits of Insurance available under this Coverage Part for future payment of damages; and
- d.** Other related factors.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Limited Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Limited Supplemental Extended Reporting Period starts.

- 6.** The following provision applies only if the Limited Supplemental Extended Reporting Period is in effect:

- a.** If the Option **WITHOUT** Supplemental Aggregate Limits is selected in the schedule, then the Limited Supplemental Extended Reporting Period does not reinstate or increase the Limits of Insurance.

- b.** If the Option **WITH** Supplemental Aggregate Limits For The Limited Supplemental Extended Reporting Period is selected in the schedule, then we will provide the Supplemental Aggregate Limits of insurance described below, but only for claims first received and recorded during the Limited Supplemental Extended Reporting Period.

The Supplemental Aggregate Limits of insurance will be equal to the dollar amount shown in the Declarations in effect at the end of the policy period for such of the following limits of insurance for which a dollar amount has been entered:

(1) General Aggregate Limit;

(2) Products-Completed Operations Aggregate Limit.

Paragraphs **2.** and **3.** of Section **III** – Limits Of Insurance will be amended accordingly. The Personal and Advertising Injury Limit, the Each Occurrence Limit and the Damage To Premises Rented To You Limit shown in the Declarations will then continue to apply, as set forth in Paragraphs **4.**, **5.** and **6.** of that Section.

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
Hartford Financial Services Group	00914

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Hartford Fire Ins. Co.	Connecticut	00914-19682	06-0383750	
Hartford Accident & Indemnity Co.	Connecticut	00914-22357	06-0383030	
Hartford Casualty Ins.Co.	Indiana	00914-29424	06-0294398	
Hartford Underwriters Ins. Co.	Connecticut	00914-30104	06-1222527	
Twin City Fire Ins.Co.	Indiana	00914-29459	06-0732738	
Hartford Ins. Co. of the Midwest	Indiana	00914-37478	06-1008026	
Property & Casualty Ins. Co. of Hartford	Indiana	00914-34690	06-1276326	

5. Company Tracking Number	FF.13.001.2008.03
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Mary M. Welch	Consultant			mmwelch
	Hartford Plaza, Hartford, CT 06115		860-547-4155	860-547-3838	@TheHartford.com
7.	Signature of authorized filer		<i>Mary M. Welch</i>		
8.	Please print name of authorized filer		Mary M. Welch		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17 - Other Liability
10. Sub-Type of Insurance (Sub-TOI)	17.0001
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	General Liability
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 12/6/08 Renewal: 12/6/08
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	8/26/08
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

ARKANSAS

20.	This filing transmittal is part of Company Tracking #	FF.13.001.2008.03
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Miscellaneous new and revised forms.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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Check #: EFT Processed
Amount: \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	FF.13.001.2008.03			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	FN.13.408.2008.11			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Exclusion - Auto, ATV and Motorcycle Racing, Stunting and Sponsorship	HC 22 04 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Absolute Pollution Exclusion	HC 23 07 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Absolute Pollution Exclusion	HC 23 82 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Exclusion - Unnamed Subsidiary	HC 23 85 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Exclusion - Designated Entities	HC 23 86 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Amendment - Definition of Insured Cotractor	HC 24 92 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Additional Insured - Designated Person or Organization	HS 20 03 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Limitation of Coverage - Definition of Employee	HS 21 99 12 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Exclusion - Programming Services	HS 23 02 12 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Exclusion - Designated Contract	HS 23 03 12 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Limitation - Newly Acquired Or Formed Organization	HS 23 05 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Exclusion - Aircraft Products With Limited Exception For Designated Products	HS 24 95 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Limited Exception - All Premises Operations and Products Completed-Operations in Connection With a Consolidated Insurance (Wrap Up) Program	HS 24 96 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Per Project - Amendment of General Aggregate Subject to Maximum Annual Aggregate Limit	HS 25 41 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Per Location and Per Project - Amendment of General Aggregate Subject to Maximum Annual Aggregate Limit	HS 25 42 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Amendment of Aggregate (General Aggregate Only)	HS 25 43 12 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Amendment - Other Insurance Condition	HS 25 44 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Interim Audit Condition	HS 99 57 12 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Fellow Employee Suits	HC 04 03 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HC 04 03 06 05	
10	Building Cleaning and Maintenance Contractors - Franchisees As Named Insureds	HC 20 04 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HC 20 04 10 04	

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1.	This filing transmittal is part of Company Tracking #	FF.13.001.2008.03			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	FN.13.408.2008.11			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Additional Named Insured	HC 20 31 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HS 20 31 06 05	
02	Exclusion - Exposures Not Contemplated in Classification (Real Estate Development Property)	HC 21 10 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HC 21 10 07 98	
03	Exclusion - Fungi, Bacteria and Viruses	HC 21 90 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HC 21 90 09 01	
04	Exclusion - Designated Entities	HC 21 94 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HC 21 94 06 05	
05	Fungi, Bacteria and Viruses Limited Exception	HC 22 32 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HC 22 32 09 01	
06	Exclusion - Setting of Standards, Warnings, Licenses or Certification	HC 22 26 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HC 22 26 06 05	
07	Building Cleaning and Maintenance Contractors General Liability Broad Form Endorsement	HC 26 38 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HC 26 39 10 04	
08	Products-Completed Operations Liability Coverage Form	HG 00 37 02 06	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HG 00 37 06 05	
09	Products-Completed Operations Liability Coverage Form - Claims Made	HG 00 38 02 06	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HG 00 38 06 05	
10	Prior Acts	HS 04 19 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HS 04 19 04 95	

FORM FILING SCHEDULE

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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	FN.13.408.2008.11			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Policy Changes	HS 12 02 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HS 12 02 06 05	
02	Batch Clause Endorsement	HS 24 06 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HS 24 06 01 88	
03	Fellow Employee Suits - Supervisor Or Higher Positions	HS 24 14 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HS 24 14 04 03	
04	Additional Insured By Contract or Agreement - Option I	HS 24 80 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HS 24 80 06 05	
05	Additional Insured By Contract or Agreement - Option II	HS 24 81 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HS 24 81 06 05	
06	Additional Insured By Contract or Agreement - Option III	HS 24 82 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HS 24 82 06 05	
07	Additional Insured By Contract or Agreement - Option IV	HS 24 83 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HS 24 83 06 05	
08	Per Location - Amendment of General Aggregate Subject to Maximum Annual Aggregate Limit	HS 25 30 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HS 25 30 06 05	
09	Amendment Other Insurance condition	HS 25 32 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HS 25 32 06 05	
10	Amendment of Coverage - Limited Extended Reporting Periods - Arkansas	HS 37 06 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HS 37 06 06 05	